#### **AGENDA**

# CUMBERLAND COUNTY BOARD OF COMMISSIONERS JUDGE E. MAURICE BRASWELL

# CUMBERLAND COUNTY COURTHOUSE- ROOM 118 JUNE 17, 2024

6:45 PM

INVOCATION - Commissioner Marshall Faircloth

PLEDGE OF ALLEGIANCE -

INTRODUCTIONS

Fayetteville-Cumberland Youth Council Members

Robin Deaver, Cumberland County Finance Director / Chief Financial Officer

#### RECOGNITIONS

Winner of the "I Voted" Sticker Design Contest Conducted by the Board of Elections Cumberland County 2024 Citizens' Academy Graduates

#### PUBLIC COMMENT PERIOD

- APPROVAL OF AGENDA
- 2. CONSENT AGENDA
  - A. Approval of Sole Source for Additional Software Licenses, License Renewals, and Service and Support for Priority Dispatch System for Emergency Services
  - B. Approval of Destruction of Tax Administration Records
  - C. Approval of Formal Bid Award for Fuel Truck
  - D. Approval to Pay Prior Year Invoices
  - E. Approval of Declaring Sheriff's Office Firearms as Surplus Property and Method of Disposal by Trade
  - F. Approval of the Cumberland County Juvenile Crime Prevention Council Funding Allocations for July 1, 2024, Through June 30, 2025
  - G. Proof of Publication for Public Hearing to Consider Economic Development Incentives for American Titanium
  - H. Approval of Budget Ordinance Amendments for the June 17, 2024 Board of Commissioners' Agenda
  - I. Approval of Cumberland County Board of Commissioners Agenda Session Items
    - Contract Amendment for Security Services with North State Security Group, LLC

- 2. Amendments to FACVB Bylaws
- 3. Grant of Easement to City of Fayetteville for Water and Sewer Lines Adjacent to Ray Avenue on the Library Property
- 4. Grants of Utility Easements to Piedmont Natural Gas and South River Electric Membership Corporation
- 5. Termination of Water Service Utility Agreement with JFJ III Investments for Deer Meadows Subdivision
- 6. Water Service Utility Agreement with JFJ III Investments, LLC, Tri-County Subdivision
- 7. Updated Fayetteville Area Metropolitan Planning Organization (FAMPO) Memorandum of Understanding and Boundary Map
- 8. Lease Agreement with the North Carolina Department of Agriculture Plant Industry Division
- 9. Amendment to County Purchasing Policy
- 10. Service Agreement with Smith Gardner, Inc. for Leachate Treatment Project Engineering Report
- 11. Onsite Fuel Supply Contract Amendment for Solid Waste

#### 3. PUBLIC HEARINGS

A. Consideration of Granting Economic Development Incentives for Project Smartie

#### **Rezoning Cases**

- B. CASE # ZON-24-0010
- C. CASE # ZON-24-0013
- D. CASE # ZON-24-0016
- E. CASE # ZON-24-0017

#### 4. ITEMS OF BUSINESS

- A. Consideration of Bid Award for the Crown Coliseum Hospitality and Lobby Renovation Project
- B. Consideration of Bid Award for Crown Coliseum Parking Lot Improvements
- C. Memorandum of Agreement with Cumberland County and the Cumberland County Board of Education for Support of State-Assigned Swift Water Rescue Teams to Cumberland County, North Carolina

#### 5. NOMINATIONS

- A. Cumberland County ABC Board (1 Vacancy)
- B. Animal Services Board (2 Vacancies)
- C. Joint Fort Liberty & Cumberland County Food Policy Council (2 Vacancies)

6. APPOINTMENTS \*\* There are No Appointments for This Meeting\*\*

#### RECESS THE BOARD OF COMMISSIONERS' MEETING

## CONVENE THE GRAY'S CREEK WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

- 7. GRAY'S CREEK WATER AND SEWER DISTRICT GOVERNING BOARD AND CONSENT AGENDA
  - A. Termination of Water Service Utility Agreement with JFJ III Investments for Deer Meadows Subdivision
  - B. Water Service Utility Agreement with JFJ III Investments, LLC, TRI-County Subdivision

## ADJOURN THE GRAY'S CREEK WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

#### RECONVENE THE BOARD OF COMMISSIONERS MEETING

- 8. CLOSED SESSION
  - A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)

#### **ADJOURN**

#### **REGULAR BOARD MEETINGS:**

\*\*There are no meetings in July\*\*
August 5, 2024 (Monday) 9:00 AM
August 19, 2024 (Monday) 6:45 PM

#### WATCH THE MEETING LIVE

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5



#### ASSISTANT COUNTY MANAGER GENERAL GOVERNMENT AND STEWARDSHIP

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRIAN HANEY, ASSISTANT COUNTY MANAGER FOR GENERAL

GOVERNMENT & STEWARDSHIP/INTERIM FINANCE DIRECTOR

**DATE:** 6/7/2024

SUBJECT: ROBIN DEAVER, CUMBERLAND COUNTY FINANCE DIRECTOR / CHIEF FINANCIAL OFFICER

#### **BACKGROUND**

Robin Deaver was hired as the County's new Finance Director and Chief Financial Officer with a start date of June 17, 2024.

Deaver comes to Cumberland County from the North Carolina Department of State Treasurer, where she was Chief Financial Officer/Deputy Treasurer. Prior to that, she was Senior Vice President for Business and Finance with Fayetteville Technical Community College, where she worked from 2008 to 2023, also serving as FTCC's Controller and Associate Vice President for Business and Finance before stepping into the Senior Vice President role. She also previously worked for the North Carolina Office of the State Auditor as an Assistant State Auditor and Audit Supervisor, and for Cherry, Bekaert and Holland LLP as a Staff Accountant.

Deaver received a Bachelor of Arts and Master of Accounting from North Carolina State University and is also a Certified Public Accountant.

She is a resident of Fayetteville and has two sons – Jackson and Christian – who grew up in Cumberland County and who both attend Randolph Macon College in Ashland, VA, where they play football.

#### RECOMMENDATION / PROPOSED ACTION

Welcome Robin Deaver to Cumberland County.



### ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL AFFAIRS

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

**DATE:** 6/12/2024

SUBJECT: WINNER OF THE "I VOTED" STICKER DESIGN CONTEST CONDUCTED BY THE BOARD OF ELECTIONS

#### **BACKGROUND**

Elections Director Angie Amaro will introduce the three finalists and announce the winner of the "I Voted" sticker design competition. The winning design will appear on stickers distributed at Cumberland County polling locations during the 2024 General Election.

The Board of Elections kicked off the contest in October. Students in grades 6-12 from public, private, charter or home-schools in Cumberland County were eligible to participate.

An online public poll narrowed the field to three designs by finalists Bethel Agbongiague, McKensie Flinn and Kyariaha Maxwell.

The five-member Cumberland County Board of Elections and the Elections Director selected the winning design and look forward to joining the Board of Commissioners in congratulating the winner and recognizing the finalists.

#### RECOMMENDATION / PROPOSED ACTION

Congratulate the finalists and winner of the "I Voted" sticker design competition.



#### PUBLIC INFORMATION OFFICE

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DIANE B. RICE, COMMUNICATIONS DIRECTOR

**DATE:** 5/29/2024

SUBJECT: CUMBERLAND COUNTY 2024 CITIZENS' ACADEMY GRADUATES

#### **BACKGROUND**

The Cumberland County Citizens' Academy was held April 23rd through May 28th. The academy helps participants gain a better understanding of what county government does and how the various departments play a vital role in our community. The following individuals completed the program and received certificates at a short ceremony held during the final session.

Congratulations to the following individuals on graduating from the Cumberland County Citizens' Academy:

- Amanda Smith
- Annette Skinner-Coleman
- April Fennell
- Barry Bowden
- · Beverly Jackson
- Bryant McMillian
- Candace Howell
- · Carlos Cheker
- Cheryl Washington
- Haywood Harmon
- Joseph Stephens
- Kasi Turner
- Kristen Walkinshaw
- Landrey Young
- Loretta Perry
- Lyndora Thompson
- Michael Frederickson

- Mona Powell
- Patrice BogerteyQuontica Conley-JacksonRay Santini
- Stephon FergusonVeronica Rozier
- William O'Kelley

#### RECOMMENDATION / PROPOSED ACTION

Recognize the 2024 Citizens Academy graduates



#### FINANCE DEPARTMENT

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT MANAGER

DATE: 5/29/2024

SUBJECT: APPROVAL OF SOLE SOURCE FOR ADDITIONAL SOFTWARE

LICENSES, LICENSE RENEWALS, AND SERVICE AND SUPPORT FOR

PRIORITY DISPATCH SYSTEM FOR EMERGENCY SERVICES

#### **BACKGROUND**

Funds in the amount of \$76,575.00 are available in the Emergency Services budget for fiscal year 2024 for additional software licenses, license renewals, and service and support for the Priority Dispatch System in order to have the ability to effectively train new staff. The Priority Dispatch System includes ProQA call-taking software, AQUA quality assurance software, certification training in Emergency Medical Dispatch (EMD), Emergency Fire Dispatch (EFD), and Emergency Police Dispatch (EPD), QPR case review service, Continuing Dispatch Education (CDE) online training, a built-in improvement plan from the Accredited Center of Excellence (ACE), and local control to adapt policies and procedures. This software provides emergency question/response instruction and triage system to produce standardized, universal, scripted protocol for medical, fire, and police dispatch. The protocols ensure that the dispatcher gets the appropriate response resources to a caller quicker and more efficiently, reduce complexity and risk, and provide critical support amid the chaos of emergency situations.

Cumberland County Emergency Services is an accredited dispatch agency by the International Academies of Emergency Dispatch (IAED), a standard-setting, research-based nonprofit organization, that oversees the creation, development, and updates to the emergency protocol disciplines (Medical, Fire, and Police). IAED accreditation requires the utilization of Medical Priority Consultants, Inc. call-taking protocols. IAED also provides the curriculum and standards for dispatcher certification in each of the protocols.

Medical Priority Consultants, Inc. is the only all-purpose and comprehensive priority dispatch systems provider in the world. They are the only provider of Expert System Priority Dispatch call-taking software, fully two-way CAD integrated Priority Dispatch software system (ProQA), Automated Quality Assurance Priority Dispatch Case Review software (AQUA), and 24/7 technical support service for Priority Dispatch-related

software. They are the only contracted provider of the International Academies of Emergency Dispatch's evidenced based protocols that meets or exceeds international standards. Since this software, service, and support is only available through one source of supply, it will need to be provided by Medical Priority Consultants, Inc. A quote has been submitted in the amount of \$160,575.00 for a total contract of five (5) years at \$76,575.00 in the initial year and \$21,000.00 per subsequent year.

#### RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend the Board of Commissioners approve utilizing the sole source bid exception for the Priority Dispatch System EMD/EFD/EPD license renewal, service, and support for ProQA, AQUA, Cardsets, Tech Support, and Upgrades, distributed by Medical Priority Consultants, Inc. DBA Priority Dispatch Corp. based on North Carolina General Statute 143-129 (e) (6) (ii), as a needed product is available from only one source of supply.

#### **ATTACHMENTS:**

Description	Type
Sole Source Request Form	Backup Material
Sole Source Letter	Backup Material
Quote	Backup Material





# Sole Source Request Form (Eff. 6/21/21) Submit Completed Form to Purchasing

Date: 5/08/2024 Department: Emergency Services
1. Vendor Name (Legal Name): Medical Priority Consultants, Inc.
**Important Note for Item #2: Confirm all required budgetary processes are complete and the funds are available <u>before</u> submitting "Original Budget" means the funds were approved by the Board in the original adopted budget for the <u>current</u> fiscal year. If a budget revision was completed after the adopted budget please answer N (No), and provide the budget revision number OR if original budget and budget revision both apply answer accordingly**
2. Amount Budgeted for Purchase: \$\frac{\$76,575.00}{}\$ Original Budget (Y/N): \frac{\sqrt{N}}{\sqrt{N}}\$ or Budget Revision #: \$\frac{240645}{}\$
Budget Codes (The budget the purchase will be made from):
Org. 1014240 Object Code: 533308 Project Code:
Additional Notes Regarding Budget:
3. Federal Funding (Y/N): N
4. Detailed Description of Purchase (brand, what is the purchase, why is it being purchased, how is it used):
Cumberland County Emergency Services is an accredited dispatch agency by the International Academies of Emergency
Dispatch. This accreditation requires the utilization of Medical Priority Consultant's call-taking protocols. Cumberland County Emergency Services utilizes this software for call processing and training new staff before assigning them to their shift.
Emergency Services utilizes this software for can processing and training new start before assigning them to their shirt.
5. Which General Statute Sole Source Standard Does this Request Meet?
(1) Performance or price competition is not available. Explain Below.
(2) Product is available from only one source. Explain Below.
(3) Standardization or compatibility is the overriding consideration. Explain Below.
Explain the Selection Above (Why is this brand required, Why is this vendor required, Why is standardization Required, etc.).  Medical Priority Consultants, Inc. is the only provider of this expert system priority dispatch call-taking software. They are also the only provider of two-way CAD integrated Priority Dispatch system. Most importantly, they are the only provider contracted with the International Academies of Emergency Dispatch evidence-based protocols that meet or exceed international standards in which Cumberland County Emergency Services is accredited. Priority Dispatch Consultants, Inc., also is the only vendor to provide automated quality assurance software (AQUA). A robust QAQC program is required to maintain Tri-ACE accreditation.
6. Required Attachments:
a. If applicable, attach a memo, statement or certification from the vendor supporting their sole source claim.
b. Attach the quote submitted by the vendor for the purchase.
Recommended By:
Department Head Signature
FOR FINANCE ONLY BELOW THIS LINE
Reviewed and Confirmed By:  Date: 5/29/24
BOCC Meeting Date: 617124 Deadline for Novus Entry: 616124



#### MEMORANDUM OF SOLE SOURCE

# Emergency Medical, Police, and Fire Priority Dispatch Systems 30 March 2023

Priority Dispatch Corp. (evolved from Medical Priority Consultants, Inc.) is the only all-purpose and comprehensive Priority Dispatch systems provider company in the world. This includes the following exclusive areas within Emergency Dispatch:

- 1) Only provider of Expert System Priority Dispatch call-taking software
- 2) Only provider of fully two-way CAD integrated Priority Dispatch software system (ProQA)
- 3) Only provider of Automated Quality Assurance Priority Dispatch Case Review software (AQUA)
- 4) Only provider of 24 hour/7day technical support service for Priority Dispatch-related software
- 5) Only contracted provider of the International Academies of Emergency Dispatch's evidenced based protocols that meets or exceeds International Standards
- 6) Only contracted provider of the International Academies of Emergency Dispatch's unified protocol systems: Medical Priority Dispatch System version 13.3, Police Priority Dispatch System version 7, and Fire Priority Dispatch System version 7.1
- 7) Only contracted provider of Priority Dispatch System cardset trays (springless design for MPDS, FPDS, and PPDS cards on-line dispatching), Priority Dispatch System Pilot Guides, and Priority Dispatch System protocol tablets
- 8) Only contracted provider of the International Academies of Emergency Dispatch's unified alternate care/referral protocol OMEGA (Medical Priority Dispatch System) version 13.3 OMEGA
- 9) Only contracted provider of the IAEMD's Principles of Emergency Medical Dispatch, 6<sup>th</sup> Edition
- 10) Only provider of Comprehensive Implementation of MPDS, FPDS, and PPDS Consulting Services (IAED Accreditation Eligibility services)
- 11) Only contracted Emergency Dispatch Instructor Training organization through the International Academies of Emergency Dispatch
- 12) Only contracted ED-Q Training organization through International Academies of Emergency Dispatch
- 13) Only contracted ETC Training organization and Curriculum materials provider through the International Academies of Emergency Dispatch
- 14) Only contracted Quality Performance Review (QPR) comprehensive quality assurance program

- 15) Only contracted Priority Dispatch International Emergency Dispatch Leadership Certification Seminar Training organization through International Academies of Emergency Dispatch
- 16) Only MPDS, FPDS, and PPDS web-based continuing dispatch education (CDE) subscription provider to the College of Emergency Dispatch through International Academies of Emergency Dispatch
- 17) Only contracted provider of IAED-approved Priority Dispatch standards and versions update materials
- Only provider of automated EMD Dispatch Diagnostics (Breathing Verification Dx, Pulse Check Dx, CPR Compressions Monitor and Metronome, Childbirth Contractions Timer Dx, Stroke Diagnostic Tool Dx, Aspirin Diagnostic and Instruction Tool, Emerging Infectious Diseases Diagnostic Tool, Stuck Accelerator Tool)
- 19) Only provider of Academy Analytics<sup>™</sup> powered by FirstWatch<sup>®</sup>
- 20) Al SkillLab, powered by Call Simulator, is a powerful tool to train and enhance the performance of new, as well as experienced Emergency Dispatchers on special ProQA Case Interactive Software
- 21) Voyager Al, powered by Corti, allows agencies to look at and analyze 100% of their calls to pinpoint areas where they excel, as well as identify potential risks within the QA/QI process for better performance in a more timely manner than ever before

Priority Dispatch takes pride in being the sole source for the majority of Priority Dispatch-related systems and services and is generally acknowledged as both the inventor of the science and the leader in the field of Priority Dispatch.

If any further information is required, please contact me directly.

Sincerely,

Jeff J. Clawson, M.D.

**CEO & Medical Director** 

Director, Division of Research & Standards

Cc: Office of the President

Vice President, Legal & HR

Vice President, Sales & Marketing

Vice President, Protocol, Translation, Curriculum & Instructional Design

Director of Comprehensive Client Implementations



### QUOTE

110 Regent Street, Suite 500

Salt Lake City, UT 84111 USA

www.prioritydispatch.net Prepared By: Tony Guido Phone: (800) 363-9127

Direct:

Email: tony.guido@prioritydispatch.net

Bill To: Cumberland County Emergency Services PO BOX 1829 Fayetteville, North Carolina 28302-1829 United States

ORIGINAL
Certified By:

Agency:

Date:

Agency ID#: Quote #:

Offer Valid Through:

**Payment Terms** 

**Cumberland County Emergency** 

Services 4269 Q-72271

3/19/2024 6/1/2024 Net 30

**Currency:** 

USD

Ship To: Cumberland County Emergency Services 500 Executive PI Fayetteville, North Carolina 28305 United States

Product-	Discipline	Qty	Amount
ProQA Production/Live License Automated calltaking software	Medical;Fire;Police	5	USD 63,750.00
Priority Dispatch System ESP EMD/EFD/EPD  License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support, and  Upgrades	Medical;Fire;Police	5	USD 19,200.00
NC State Contract 10% Discount		1	USD -6,375.00
Ado	MFP ProQA Licenses	TOTAL:	USD 76,575.00

Product	Discipline	Qty	Amount
Priority Dispatch System ESP EMD/EFD/EPD  License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support, and  Upgrades	Medical;Fire;Police	5	USD 21,000.00
	Year 2 ESP	TOTAL:	USD 21,000.00

Reg# 1643 Vendor# 4193 Code# 1014240-533308



Product	Discipline	Qty	Amount
Priority Dispatch System ESP EMD/EFD/EPD  License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support, and  Upgrades	Medical;Fire;Police	5	USD 21,000.00
	Year 3 ESP	TOTAL:	USD 21,000.00

Product	Discipline	Qty	Amount
Priority Dispatch System ESP EMD/EFD/EPD  License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support, and	Medical;Fire;Police	5	USD 21,000.00
Upgrades			
	Year 4 ESP	TOTAL:	USD 21,000.00

Product	Discipline	Qty	Amount
Priority Dispatch System ESP EMD/EFD/EPD License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support, and Upgrades	Medical;Fire;Police	5	USD 21,000.00
	Year 5 ESP	TOTAL:	USD 21,000.00

Subtotal	USD 76,575.00
Estimated Tax	
Total	USD 76,575.00

Customer Signature:	Date:
Customer Name:	Purchase Order ID:
Expiration Date:	

#### TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <a href="https://prioritydispatch.net/licensing/">https://prioritydispatch.net/licensing/</a>



#### OFFICE OF THE TAX ADMINISTRATOR

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JOSEPH R. UTLEY, JR. TAX ADMINISTRATOR

**DATE:** 5/30/2024

#### SUBJECT: APPROVAL OF DESTRUCTION OF TAX ADMINISTRATION RECORDS

#### **BACKGROUND**

Pursuant to a resolution adopted by the Board of Commissioners on February 4, 1985, authorization is requested to destroy the following records from the Tax Administration Departments:

2010-2013 Business Personal Property Deletes

2009-2013 DMV Adjustments & DMV Scrolls

2011-2013 BER Appeals & PTC Real Estate Appeals

2011-2013 Personal Listings

2011-2013 Real Estate Voids

2017-2020 Bankruptcy Discharged/Dismissed

2017-2021 Daily Cashier Tax receipt work

2017-2018 Motor Vehicle Adjustments

2017-2019 Daily Collection Reports/Summaries

2017-2018 VDS Lockbox Reports

2017-2021 PNC Lockbox Reports

2017-2018 TA500DR Reports

2017-2018 Oasis Refund/PNC deposit slips

2017-2018 VDS payments

2017-2021 TN23, TN71, TN72, TN74, TN79, Daily Work Prepays

2017-2020 Garnishments/Levies/Escheats/Receipt Books

2018-2019 500MR Monthly Taxes Collected Recap Reports

2011-2012 On-Site Appraisal

2012-2013 Pet Abstracts

2014 Debt Set-off

2014-2019 VTS Reports

2015-2019 TAML 101 Daily Collection Reports

2017-2019 Municipality Reports

2018 AB Paid Out Letters/Actions

2018-2019 Abrown PFA's & PIF

2018-2020 Prepays

2018-2020 Refunds and Prorations

2018-2019 TA500 PR and Assessment

2018-2019 Vehicle Adds

2019 CYY Closing

2019 Rejected VDS & Lockbox Payments

2019-2020 Daily Balancing

2020 - Returned check Cover Sheet

2020-2021 NCTPS Daily Work

2019-2020 Pre-Foreclosure Balances

2010-2013 Builders Inventory

2012-2013 Present Use Deferred Estimate

010-2013 MH Certifications

2013-2015 SBER Agendas, Refunds, Appeals

2014-2015 SBER Adjustments

2014 BER Appeals

2013 Purge of Business Personal Property Listings TY2011 and Prior

The destruction of these records is in accordance with the current Records Retention and Disposition Schedule and all approved Amendments as issued by the North Carolina Division of Archives and History and adopted by the Board of Commissioners.

#### RECOMMENDATION / PROPOSED ACTION

Approval of destruction of the Tax Administration records per the records retention schedule.



#### FINANCE DEPARTMENT

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT MANAGER

**DATE:** 6/6/2024

SUBJECT: APPROVAL OF FORMAL BID AWARD FOR FUEL TRUCK

#### **BACKGROUND**

Funds in the amount of \$228,311 are available in the fiscal year 2024 Solid Waste Capital Outlay budget to purchase a fuel truck. A formal bid request was issued and one bid was received. Taylor Pump & Lift Inc. was the lowest responsive, responsible bidder.

This fuel truck will be used for equipment at the Wilkes Road Compost Facility. The fuel truck is equipped to refuel all equipment, carry engine oils and hydraulic oils, and is capable of removing those same oils as well. The fuel truck also includes an air compressor to provide air support, when needed, and is a self-contained supply system.

#### RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend that the Board of Commissioners award IFB (Invitation for Bid) Number 24-17-SW II to Taylor Pump & Lift Inc. in the amount of \$228,311.00 based on lowest responsive, responsible bidder standard of award.

#### **ATTACHMENTS:**

Description
Bid Award Request Form
Bid Tab Summary

Type

Backup Material

Backup Material



### Formal Bid Award Request (Eff. 6/21/21)

Please Note: This form is required for purchases in the formal bid range and must be completed and signed prior to any final bid award recommendations being submitted to a committee or the Board. Please complete all applicable fields.

Date: 5/30/2024 Department: Solid Waste	
Bid Description (If additional space necessary, may attach a	separate sheet): IFB #24-17-SW II Fuel Truck Rebid
Amount of Bid Award (or estimated contract amount): \$228 \$100,000 or more County Manager and Board approval required.)	,311.00(If \$90,000 – \$99,999.99 County Manager approval required only, if
Budgeted Amount for Project: \$228,311.00 Original	Budget (Y/N): N or Budget Revision #: 240959
Budget Line: Org. 6254607 Object Code: 577100	Project Code: SW004
Department Bid Award Recommendation (specify the Taylor Pump & Lift Inc.	vendor):
Justification (ex. lowest bidder) (Please note that if the lowest because necessary, may attach a separate sheet.):  Taylor Pump & Lift Inc. has been the sole bidder.	oidder is not selected a detailed explanation must be provided. If additional
	or funds for the project) been reviewed by a committee?   (Please note committee review/approval is not necessarily required for all they should consult their Assistant County Manager.)
Reviewed and Accepted By:	
This is within the County Manager's authority to approv	e range □ uesting County Manager approval to send forward to BOCC □  County Manager (Please see question below)  Is the County Manager approval contingent upon any committee review/approvals of bid award? If so, please specify the required committee:
FOR PURCHASING O	ONLY BELOW THIS LINE

SAM CHECKED \_ DOA CHECKED \_ IRAN CHECKED \_



#### **Financial Services**

#### **Purchasing Division**

## Bid Tab Summary IFB# 24-17-SW II | FUEL TRUCK REBID

Bids Due Date: April 10, 2024, at 4:00 PM

Vendor Name	Date Received	Time Received	Proposal Sealed	One (1) Signed, Original Executed Bid Response	One (1) Electronic Copy on a Flash Drive	Attachment B	Attachment C	Attachment D	Total Bid
Taylor Pump and Lift	4/9/24	10:25 AM	$\checkmark$	$\checkmark$	✓	✓	✓	✓	\$ 228,311.00



#### FINANCE DEPARTMENT

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRIAN HANEY, INTERIM FINANCE DIRECTOR

**DATE:** 6/7/2024

SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICES

#### **BACKGROUND**

There is a period of time after June 30<sup>th</sup> of fiscal year-end in which transactions of the prior fiscal year will continue to be processed (typically until the third week in August). After that cutoff date has passed, a department may still receive a vendor invoice that is payable for services that were rendered, or goods were received in the prior fiscal year. When that occurs, approval by the Board of Commissioners is required prior to payment. The following departmental invoices meet those criteria:

Department	Vendor	Invoice Date/Services	Amount
		Rendered	
Risk Management	Sedgwick Claims	January 28, 2022	\$6,000.00
	Management		
		Risk Management	
		Total	
Finance	Tyler Technologies	June 30, 2023	\$400.00
		Finance Total	\$400.00

#### RECOMMENDATION / PROPOSED ACTION

Management is requesting approval to pay prior year invoices for Risk Management totaling \$6,000.00 and Finance invoices totaling \$400.00.

#### **ATTACHMENTS:**

Description

Prior Year Invoice - Risk Management

Prior Year Invoice - Finance

Type

Backup Material Backup Material Brian Haney Interim Finance Director Assistant County Manager



#### **Financial Services**

TO:

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS** 

FROM:

BRIAN HANEY, ASSISTANT COUNTY MANAGER / INTERIM FINANCE

DIRECTOR

DATE:

MAY 30, 2024

SUBJECT:

REQUEST TO PAY PRIOR YEAR INVOICE

The Risk Management Division of the Cumberland County Finance Office recently received a prior year invoice from FY 2022 in the amount of \$6,000 from Sedgwick Claims Management Services. The invoice is dated January 28, 2022, and staff are not certain why it was not previously paid.

Staff have verified that the invoice is valid and is not a duplicate. These costs can be covered within the current year's budget for Workers Comp Claims.

Thank you for your consideration of this request to pay the prior year invoice attached.

Attachment: Invoice 400000084417 from Sedgwick Claims Management Services Inc. in the amount of \$6,000

#### **Brian Haney** Interim Finance Director **Assistant County Manager**



#### **Financial Services**

TO:

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS** 

FROM:

BRIAN HANEY, ASSISTANT COUNTY MANAGER / INTERIM FINANCE

DIRECTOR

DATE:

MAY 30, 2024

SUBJECT:

REQUEST TO PAY PRIOR YEAR INVOICE

The Cumberland County Finance Office recently received a prior year invoice from FY 2023 in the amount of \$400 from Tyler Technologies Inc. The invoice, dated June 30, 2023, was initially sent to a different department and did not make it to the Finance Office until FY 2024.

Staff have verified that the invoice is valid and is not a duplicate. These costs can be covered within the current year's budget.

Thank you for your consideration of this request to pay the prior year invoice attached.

Attachment: Invoice 045-427580 from Tyler Technologies Inc. in the amount of \$400



#### SHERIFF'S OFFICE

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SHERIFF ENNIS WRIGHT

**DATE:** 6/11/2024

SUBJECT: APPROVAL OF DECLARING SHERIFF'S OFFICE FIREARMS AS SURPLUS PROPERTY AND METHOD OF DISPOSAL BY TRADE

#### **BACKGROUND**

Pursuant to N.C.G.S.15-11.1(b1)(4), the attached list of firearms which have been relinquished by orders of the court to the Cumberland County Sheriff's Office for use by the agency or for trade.

The items shown on the attached schedule are surplus property which should be traded in order to acquire other weapons, ammunition or equipment. The attached itemized list of traded items has been agreed upon and would be received from Jim's Gun Jobbery located at 4632 Yadkin Road, Fayetteville, North Carolina, 28303; as shown on the attached offer of barter or trade. The value of the itemized list is \$29,640.00.

#### RECOMMENDATION / PROPOSED ACTION

The Cumberland County Sheriff's Office request the Board of Commissioners approval of the following action:

- Approval of Declaring Sheriff's Office Firearms as Surplus Property
- Approve the attached list of "Firearms to be Traded" to Jim's Gun Jobbery located at 4632 Yadkin Rd, Fayetteville, NC in exchange for the items listed under "Equipment Received"
- Authorize the County Manager to sign the request.

#### ATTACHMENTS:

Description



### **Cumberland County** SHERIFF'S OFFICE



Ennis W. Wright, Sheriff

#### **Internationally Accredited Law Enforcement Agency**

To:

Sheriff Ennis W. Wright

Thru:

Chief Deputy Jack Broadus

Thru: Lt. Everette C. Simmons

Training Coordinator

From: Sgt. Brian Cashwell

Date: April 29, 2024

Ref:

Disposition of Surplus Property Firearms by Trade

Pursuant to N.C. Gen. Stat. § 15-11.1 (b1)(4), the attached list of firearms which have been relinquished by orders of the court to the Cumberland County Sheriff's Office for use by the agency or for trade.

The items shown on the attached schedule are surplus property which should be traded in order to acquire other weapons, ammunition or equipment. The attached itemized list of traded items has been agreed upon and would be received from Jim's Gun Jobbery located at 4632 Yadkin Road, Fayetteville, North Carolina, 28303; as shown on the attached offer of barter or trade. The value of the itemized list is \$29,640.00.

Accordingly, approval is sought for the specific items contained in the attached "List or Schedule of Firearms" to be traded as authorized by law and that the Sheriff and the County Manager express such approval.

Therefore, these items listed on the schedule which is incorporated and adopted by reference should be determined to be surplus property and should be traded in order to acquire other weapons, ammunition, and equipment as referenced in the offer of trade and acquisition shown on the attached schedule labeled as such.

By:

Sgt. Brian Cashwell

By:

Lt. Everette C. Simmons Training Coordinator

Date:

05/15/2024

Date:

5-15-2024



# Cumberland County SHERIFF'S OFFICE



Ennis W. Wright, Sheriff

Internationally Accredited Law Enforcement Agency							
By:		By:	Melissa Hill				
	Lt. Greg Osborn		Capt. Melissa Hill				
	Evidence Custodian		Office of Professional Standards				
Date:	5-22-24	Date:	05/22/2024				
Ву:	Me 1	By:	Photoseles				
	R. Andrew Porter Legal Counsel		C. Jack Broadus Chief Deputy				
Date:	5/22/24	Date:					
	THE SIAN	TO NO.					
	Approval of Disposition of Surplus	Property	Firearms by Trade				
be surp	The items listed on the schedule which is incorporated and adopted by reference are determined to be surplus property and should be traded in order to acquire other weapons, ammunition, and equipment as referenced in the offer of trade and acquisition shown on the attached schedule labeled as such.						
Ву:	Emmi W Walt	By:					
	Ennis W. Wright Sheriff		Clarence Grier County Manager				

### Firearms to be Traded

Make	Model	Caliber	Action	Serial	TRADE VALUE
S&W	22A-1	0.22	Semi	UBN1392	\$125.00
S&W	SD9 VE	9mm	Semi	FZJ7659	\$150.00
S&W	Walther P22	0.22	Semi	L154644	\$125.00
S&W	SW40 VE	40	Semi	DUV4730	\$150.00
S&W	Walther PK380	380	Semi	PK016813	\$150.00
S&W	Walther PK380	380	Semi	PK020353	\$150.00
S&W	M&P40	40	Semi	DWU0259	\$175.00
S&W	M&P40 Sheild	40	Semi	LDZ6928	\$175.00
S&W	SW9VE	9mm	Semi	DTV1672	\$150.00
S&W	SD40 VE	40	Semi	HEN2425	\$150.00
S&W	38SPL	38	Revolver	R54877	\$150.00
S&W	357	357	Revolver	9K7245	\$150.00
S&W	910	9	Semi	VCS9340	\$150.00
S&W	38SPL	38	Revolver	J347933	\$125.00
S&W	SD40VE	40	Semi	HEC6096	\$150.00
I.O. INC	AK-Pistol	7.62X39	Semi	S033415	\$400.00
Interarms	Star 31P	40	Semi	1934745	\$100.00
Taurus	Model 709	9	Semi	TJN80632	\$125.00
Taurus	Millennium G2	9	Semi	TJU28359	\$125.00
Taurus	PT 92 AFS	9	Semi	TKI13541	\$175.00
Taurus	Millennium	45ACP	Semi	NDR36051	\$125.00
Taurus	PT 24/7 Pro	45ACP	Semi	NA054312	\$125.00
Taurus	PT 24/7 CDS	40	Semi	SDP01353	\$125.00
Taurus	PT709 Slim	9	Semi	TER23562	\$125.00
Taurus	38 Special	38	Revolver	687510	\$100.00
Taurus	Millennium G2	9	Semi	TJR54283	\$125.00
Taurus	709	9	Semi	THW16159	\$125.00
Taurus	_	38	Revolver	JJ367951	\$125.00
Taurus	PT24/7 Pro	40	Semi	SZJ32106	\$125.00
RG INC	RG23	22	Revolver	410238	\$0.00
Ruger	EC9s	9	Semi	457-42288	\$150.00
Ruger	LCP II	380	Semi	380084324	\$125.00
Ruger	SP101	357	Revolver	572-74857	\$300.00
Ruger	LCP	380	Semi	371208982	\$100.00
Ruger	9E	9	Semi	337-31102	\$150.00
Ruger	P90	45ACP	Semi	661-51664	\$125.00
Ruger	Mark III	22	Semi	270-68269	\$150.00
Ruger	SR9C	9	Semi	334-93181	\$200.00
Browning	9mm Luger	9	Semi	245PN64319	\$125.00
Jimenez	J.A. Nine	9	Semi	217320	\$30.00
Jimenez	J.A. Nine	9	Semi	78124	\$30.00
Jimenez	J.A. 380	380	Semi	210679	\$30.00

Springfield	XD-45	45ACP	Semi	US783654	\$175.00
SpringField	XD-9	9	Semi	XD168729	\$175.00
SpringField	XD	9	Semi	XD955166	\$175.00
SpringField	XDS	40	Semi	AT220054	\$175.00
SpringField	XD	45ACP	Semi	XD690014	\$175.00
SpringField	XD	9	Semi	XD289064	\$175.00
Kahr	T9	9	Semi	PA0191	\$125.00
Kahr	CT9	9	Semi	BAA8807	\$125.00
Kahr	CW9	9	Semi	EJ2016	\$125.00
Bersa	Thunder 380	380	Semi	435128	\$125.00
Bersa	Model 383-A	380	Semi	292485	\$125.00
Century Arms	Canik TP9SA	9	Semi	T647215AP1092	\$150.00
Valor Corp.	Model CDM	25	Semi	21796	\$10.00
Rossi	38 Special	38	Revolver	UL59421	\$75.00
Rossi	357 Mag	375	Revolver	DR195209	\$75.00
Rossi	M88	38	Revolver	W219420	\$75.00
Rossi	-	22	Revolver	597964	\$75.00
Phoenix	HP25A	25	Semi	4262585	\$30.00
Phoenix	HP25A	25	Semi	4331760	\$30.00
Phoenix	HP25A	25	Semi	4425083	\$30.00
Beretta	Model 21-A	22	Semi	DAA233244	\$175.00
Beretta	92fs	9	Semi	D33246Z	\$275.00
Beretta	Model 21-A	22	Semi	BES84810U	\$175.00
Beretta	Model 85BB	9	Semi	D50274Y	\$100.00
Cobra Ent.	Model CA-380	380	Semi	CP125023	\$30.00
Cobra Ent.	Shadow	38	Revolver	S001671	\$30.00
Clerke	N/A	. 22	Revolver	T282566	\$30.00
SCCY	CPX-1	9	Semi	495182	\$125.00
SCCY	CPX-1	9	Semi	33853	\$125.00
Heritage	Rough Rider	22	Revolver	J97656	\$75.00
Kel-Tec	P3AT	380	Semi	L4D50	\$75.00
Kel-Tec	P32	32	Semi	C8761	\$50.00
Lorcin	L380	380	Semi	281395	\$30.00
Lorcin	L380	380	Semi	361664	\$30.00
Lorcin	L380	380	Semi	299881	\$30.00
Bryco	Model 25	25	Semi	1573630	\$25.00
Bryco	Jennings J-22	22	Semi	1113820	\$25.00
Romania	MicroDraco	7.62x39	Semi	21PMD24835	\$400.00
Anderson	AR-15	5.56	Semi	17067891	\$200.00
Jennings	T380	380	semi	1468946	\$30.00
Star	Firestar	45ACP	Semi	2070099	\$100.00
Llama	Tirestar	45	Semi	B69869	\$50.00
Daewoo	Para	9	Semi	17668	\$100.00
Hipoint	JHP	45	Semi	4303822	\$50.00
H&R	923	22	Revolver	N18117	\$50.00
Unknown	320		semi	VI0512	\$0.00

Ver Johnson		-	revolver	В97392	\$25.00
Brunswig	1916		Semi	847Z4	\$20.00
CROSSMAN	ВВ	BB	pump	98323305	\$5.00
H&K	USP40	40	SEMI	26041978	\$300.00
BERETTA	390	12GA	SEMI	BU02020	\$250.00
BENELLI	NOVA	12GA	SEMI	Z506464	\$175.00
Mossberg	500	12GA	Pump	. J792098	\$150.00
Mossberg	500	12GA	Pump	J791325	\$150.00
Mossberg	Maveric 88/ Pistol Grip	12GA	Pump	MV73762	\$100.00
Mossberg	Maveric 88/ Pistol Grip	12GA	Pump	MV74341D	\$100.00
Mossberg	Maveric 88/ Pistol Grip	12GA	Pump	MV47509N	\$100.00
Mossberg	Maveric 88/ Pistol Grip	12GA	PUMP	MV10369U	\$100.00
Mossberg	Maveric 88/ Pistol Grip	12GA	Pump	MV72201J	\$100.00
Mossberg	500-A	12GA	Pump	K3474044	\$150.00
Stevens	320	12GA	Pump	172925J	\$100.00
Winchester	37A	12GA	Single Shot	C1024104	\$75.00
Winchester	1200	12GA	Pump	L936628	\$75.00
Iver Johnson	<u>-</u>	12GA	Single Shot	6303	\$50.00
J.C. Higgins	60	12GA	Semi	58362	\$20.00
Norinco	98	12GA	Pump	15975	\$80.00
Edward Kettner		12GA	Ovr/Und	LG82191	\$100.00
Remington	870	12GA	Pump	RS71057G	\$150.00
Mossberg	500	12GA	Pump	T065648	\$125.00
Browning		12GA	Ovr/Und	73J05900	\$200.00
-		12GA	Pump	12PA221270	\$100.00
-	-	12GA	Single Shot	157697	\$50.00
J Stevens	-	12GA	double	A8441	\$50.00
J Stevens	-	12GA	double	27652	\$50.00
Hatfield	SAS	12GA	Semi	12A16-117714	\$50.00
Sears	101.1	20GA	Single Shot	N/A	\$50.00
Remington	870	20GA	Pump	B186152U	\$150.00
Mossberg	500	20GA	Pump	T540117	\$150.00
Stevens	-	20GA	Single Shot	N/A	\$50.00
Remington	870	20GA	Pump	RS50647U	\$100.00
New England	Pardner	410GA	Single Shot	NN365466	\$50.00
_	-	410GA	bolt	N/A	\$10.00
Harrington	-	410GA	Single Shot	3955	\$40.00
REMINGTON	M887	12GA	PUMP	ARM084381	\$125.00
Ruger	10 22	.22 cal	Semi	355-21138	\$150.00

Ruger	10 22	.22 cal	Semi	359-37483	\$150.00
Ruger	10 22	.22 cal	Semi	35242059	\$150.00
Marlin	25M	.22 cal	Bolt	15742551	\$50.00
Mossberg	702 Plinkster	.22 cal	Semi	EKH3266698	\$60.00
Mossberg	702 Plinkster	.22 cal	Semi	EMD3710700	\$60.00
Mossberg	702 Plinkster	.22 cal	Semi	EKK3298560	\$60.00
Savage	Mark II	.22 cal	Bolt	1793608	\$50.00
Winchester	290	.22 cal	Semi	B816723	\$75.00
Smith&Wesson	M&P15-22	.22 cal	Semi	DTM4422	\$200.00
Winchester	190	.22 cal	Semi	B1431853	\$75.00
Ruger	10 22	.22 cal	Semi	351-04759	\$150.00
Winchester	250	.22 cal	Lever	B1185593	\$150.00
Magtech	7022	.22 cal	Semi	E006182	\$75.00
Savage	A22	.22 cal	Semi	N037702	\$125.00
Savage	Axis	.223 cal	Bolt	K378121	\$175.00
Smith&Wesson	M&P15	5.56	Semi	HBP8937	\$300.00
DTI	15	5.56	SEMI	S086244	\$300.00
Smith&Wesson	M&P15	5.56	Semi	TE25092	\$300.00
Anderson	AM-15	5.56	Semi	17135484	\$300.00
Eagle Arms	Eagle 15	5.56	Semi	M2250242	\$100.00
DPMS	A-15	5.56	Semi	FFH100719	\$150.00
Palmetto	PA-15	5.56	Semi	LW136749	\$150.00
DPMS	A-15	5.56	Semi	FFH247597	\$150.00
DPMS	A-15	5.56	N/A	F067794	\$150.00
Rock River	LAR-15	5.56	Semi	CM58829	\$250.00
	Axis	243	Bolt	K333063	\$100.00
Savage	Model 11	243	Bolt	J019958	\$100.00
Savage	Model 110E	270	Bolt	E956629	\$100.00
Savage	Axis	270	Bolt	K355944	\$100.00
Savage				K367550	\$50.00
Savage	Axis (Broken Stock)	22-250	Bolt		•
Marlin	XS7	308 cal	Bolt	91750910	\$125.00
Remington	700	308 cal	Bolt	RR98632F	\$175.00
Interarms	MarkX	308 cal	Bolt	B269417	\$175.00
Remington	Model 700	30-06	Bolt	RR19716G	\$75.00
SAVAGE	AXIS	30-06	Bolt	K414309	\$125.00
Savage	Axis (Broken Stock)	30-06	Bolt	K354869	\$50.00
CN Romarm	Gp WASR	7.62x39	Semi	1978HV3282	\$375.00
Romarm	AK-47	7.62x39	Semi	14674003	\$375.00
Interstate Arms	SKS	7.62x39	Semi	9108631	\$350.00
GP WASR	AK-47	7.62x39	Semi	1968B10275	\$325.00
M91	-	7.62x54	Bolt	AB3461	\$200.00
M91	-	7.62x54	Bolt	T53033489	\$200.00
M91	-	7.62x54	Bolt	72206	\$200.00
CAI	M91/30	7.62x54	Bolt	9130087946	\$200.00
Thompson	Omega	50CAL	Muzz	Z86996	\$10.00
Thompson	-	50CAL	Muzz	17720	\$10.00

Thompson	Scout	50CAL	Muzz	11960	\$10.00
Steyr	1903	6.5x54	Bolt	8791D	\$125.00
Springfield	XD9	9	SEMI	US958725	\$175.00
TAURUS	G3X	9	SEMI	ACN748250	\$125.00
TAURUS	-	357	Revolver	ADC15913	\$100.00
BUSHMASTER	AR-15	MULTI	LOWER	L339713	\$125.00
Norinco	SKS	7.62X39	SEMI	250001264c	\$250.00
Norinco	762	7.62X39	SEMI	9407276	\$250.00
ROMAK	991	7.62X39	SEMI	1-09585-99	\$250.00
MARLIN	336	30-30	LEVER	21106745	\$200.00
MARLIN	60	22	SEMI	16319701	\$50.00
Winchester	22	22	SEMI	115344	\$50.00
Winchester	290	22	SEMI	B1571626	\$50.00
Winchester	120	12 GA	PUMP	L1961098	\$100.00
MOSSBERG	590	12	SEMI	P608053	\$100.00
MOSSBERG	- 390	12	SEMI	UM548178	\$100.00
MOSSBERG		16	PUMP	C88619	\$100.00
RUGER		9	SEMI	340-66985	\$150.00
RUGER	P94DC P89DC		SEMI	305-15006	\$150.00
RUGER		9	SEMI		\$150.00
RUGER	P85		SEMI	301-57645	\$125.00
	LCP II	380	SEMI	380081035	\$300.00
GLOCK	23	40	SEMI	BVVG695	\$300.00
GLOCK	30	45		RLP148	\$300.00
GLOCK	26	9	SEMI	BEUV113	
GLOCK	19	9	SEMI	THH038	\$300.00
GLOCK	30	45	SEMI	GKB672	\$300.00
TAURUS	PT138	9	SEMI	KAP70610	\$125.00
TAURUS	PT22	22	SEMI	AWD20360	\$125.00
TAURUS	24/7	9	SEMI	SCT26099	\$150.00
S&W	M&P	9	SEMI	KEL6619	\$200.00
S&W	M&P SHIELD	380	SEMI	NKJ0858	\$175.00
S&W	SD9VE	9	SEMI	FEA7029	\$150.00
S&W	BODYGUARD	380	SEMI	CVV3659	\$150.00
S&W	SD40	40	SEMI	PBN7519	\$150.00
S&W	BODYGUARD	380	SEMI	PK023749	\$200.00
S&W	-	32	Revolver	AT006486	\$200.00
S&W	66	38	Revolver	4K10807	\$200.00
S&W	CTGE	38	Revolver	745299	\$200.00
ANDERSON	AM-15	556	SEMI	21154912	\$300.00
RAVEN	MP25	25	SEMI	UNKNOWN	\$25.00
DAVIS		-	SEMI	AP222826	\$25.00
BRUNI	96	-	SEMI	UNKNOWN	\$25.00
FEG	SRC		SEMI	9319556	\$5.00
ROSSI	-	38	Revolver	ZK95411	\$100.00
NAA	-	-	Revolver	E155045	\$100.00
GRENDEL	P12	9	SEMI	32204	\$50.00

MADISON	_	22	Revolver	106845	\$25.00
RG	1	22	Revolver	L780094	\$25.00
ROHM	GMBH	22	Revolver	87951	\$25.00
COLT	PYTHON	357	Revolver	57602	\$350.00
STEVENS	887	1	RIFLE	D195594	\$50.00
STEVENS	62	22	RIFLE	L218418	\$50.00
GLENSFIELD	75	-	RIFLE	25345170	\$50.00
NEW HAVEN	600	1	SHOTGUN	H750221	\$50.00
NEW CENTURY	74	1	RIFLE	CC4839	\$50.00
Iver Johnson	-	16	SHOTGUN	BIXU	\$50.00
GIRSAN	1911	-	Semi	T636821BF00033	\$150.00
SCCY	CPX1	9	Semi	753276	\$100.00
Canik TP9SA	TP9 SFX	9	Semi	21BH24955	\$200.00
BROWNING	-	9	SEMI	511MY51704	\$150.00

TOTAL:

\$29,640.00

### **Equipment Received**

QUANTITY	DESCRIPTION	PER UNIT	TOTAL VALUE
20	Delton AR Upper 16" MLOCK	\$300.00	\$6,000.00
11	AR Bolt Gas Ring (30 Count Pack)	\$14.00	\$154.00
10	Complete AR Bolt Carirer Group	\$65.00	\$650.00
50	Walker Electronic Razor 23DB XTM Hearing Protection	\$53.00	\$2,650.00
4	Peltor Clear Safety Glasses (100 Count Pack)	\$127.00	\$508.00
40	MAGPUL MLOCK QD Rail Attachments	\$15.00	\$600.00
42	MAGPUL MLOCK QD Sling Attachments	\$12.00	\$504.00
40	MAGPUL MLOCK Flip Up Sights (Set:Front and Rear)	\$70.00	\$2,800.00
15	NFORCE 1,100 LUM White/IR	\$175.00	\$2,625.00
20	NFORCE 1,100 LUM White/IR	\$146.00	\$2,920.00
1	Dewalt 100 Bit Driver Set	\$95.00	\$95.00
10	Dewalt Storage Bins	\$97.00	\$970.00
2	Dewalt Twin Pack 20V 5AH Batteries	\$136.00	\$272.00
1	Dewalt 4 Bank Charger	\$128.00	\$128.00
1	Dewalt 192-Piece Tool Set	\$189.00	\$189.00
1	Dewalt Wall Mount Tool Organizer	\$75.00	\$75.00
1	Dewalt 10 PC Cordless Tool Set	\$998.00	\$998.00
6	NOCO Auto Jump Box	\$150.00	\$900.00
2	Pelican Case 1305	\$300.00	\$600.00
30	Metal Ammo Can .50 CAL	\$12.00	\$360.00
31	NIGHTSTICK SFL-12WL LL Light	\$182.00	\$5,642.00

Total Value:

\$29,640.00



4632 Yadkin Road • Fayetteville, North Carolina 28303 • Phone: (910) 864-2270 • Fax: (910) 864-2132

#### 5/24/2024

To:

Sgt. Brian Cashwell

From: Trey Pugh, Jims Inc. Daiwal Russh

Ref:

Disposition of Surplus Property Firearms by Trade

Approval of Disposition of Surplus Property Firearms by Trade

Jim's will trade the following Surplus Property (Item 1) currently in possession of the Cumberland County Sheriff's Office for the equipment requested (Item 2). There will be no monies due by either party for this transaction. We believe that all items will be delivered within 15 days of the contract being approved.

(Item1, Surplus Property)

				Trade Value	\$ <b>29,640</b> Trade
Make			+		Value
S&W	22A-1	0.22	Semi	UBN1392	125
S&W	SD9 VE	9mm	Semi	FZJ7659	150
S&W	Walther P22	0.22	Semi	L154644	125
S&W	SW40 VE	40	Semi	DUV4730	150
S&W	Walther PK380	380	Semi	PK016813	150
S&W	Walther PK380	380	Semi	PK020353	150
S&W	M&P40	40	Semi	DWU0259	175
S&W	M&P40 Sheild	40	Semi	LDZ6928	175
S&W	SW9VE	9mm	Semi	DTV1672	150

S&W	SD40 VE	40	Semi	HEN2425	150
S&W	38SPL	38	Revolver	R54877	150
S&W	357	357	Revolver	9K7245	150
S&W	910	9	Semi	VCS9340	150
S&W	38SPL	38	Revolver	J347933	125
S&W	SD40VE	40	Semi	HEC6096	150
I.O. INC	AK-Pistol	7.62X39	Semi	S033415	400
Interarms	Star 31P	40	Semi	1934745	100
Taurus	Model 709	9	Semi	TJN80632	125
Taurus	Millennium G2	9	Semi	TJU28359	125
Taurus	PT 92 AFS	9	Semi	TKI13541	175
Taurus	Millennium	45ACP	Semi	NDR36051	125
Taurus	PT 24/7 Pro	45ACP	Semi	NA054312	125
Taurus	PT 24/7 CDS	40	Semi	SDP01353	125
Taurus	PT709 Slim	9	Semi	TER23562	125
Taurus	38 Special	38	Revolver	687510	100
Taurus	Millennium G2	9	Semi	TJR54283	125
Taurus	709	9	Semi	THW16159	125
Taurus		38	Revolver	JJ367951	. 125
Taurus	PT24/7 Pro	40	Semi	SZJ32106	125
RG INC	RG23	22	Revolver	410238	0
Ruger	EC9s	9	Semi	457-42288	150
Ruger	LCP II	380	Semi	380084324	125
Ruger	SP101	357	Revolver	572-74857	300
Ruger	LCP	380	Semi	371208982	100
Ruger	9E	9	Semi	337-31102	150
Ruger	P90	45ACP	Semi	661-51664	125
Ruger	Mark III	22	Semi	270-68269	150
Ruger	SR9C	9	Semi	334-93181	200
Browning	9mm Luger	9	Semi	245PN64319	125
Jimenez	J.A. Nine	9	Semi	217320	30
Jimenez	J.A. Nine	9	Semi	78124	30
Jimenez	J.A. 380	380	Semi	210679	30
Springfield	XD-45	45ACP	Semi	US783654	175
SpringField	XD-9	9	Semi	XD168729	175
SpringField	XD	9	Semi	XD955166	175
SpringField	XDS	40	Semi	AT220054	175
SpringField	XD	45ACP	Semi	XD690014	175

SpringField	XD	9	Semi	XD289064	175
Kahr	T9	9	Semi	PA0191	125
Kahr	CT9	9	Semi	BAA8807	125
Kahr	CW9	9	Semi	EJ2016	125
Bersa	Thunder 380	380	Semi	435128	125
Bersa	Model 383-A	380	Semi	292485	125
Century Arms	Canik TP9SA	9	Semi	T647215AP10 92	150
Valor Corp.	Model CDM	25	Semi	21796	10
Rossi	38 Special	38	Revolver	UL59421	75
Rossi	357 Mag	375	Revolver	DR195209	75
Rossi	M88	38	Revolver	W219420	75
Rossi		22	Revolver	597964	75
Phoenix	HP25A	25	Semi	4262585	30
Phoenix	HP25A	25	Semi	4331760	30
Phoenix	HP25A	25	Semi	4425083	30
Beretta	Model 21-A	22	Semi	DAA233244	175
Beretta	92fs	9	Semi	D33246Z	275
Beretta	Model 21-A	22	Semi	BES84810U	175
Beretta	Model 85BB	9	Semi	D50274Y	100
Cobra Ent.	Model CA-380	380	Semi	CP125023	30
Cobra Ent.	Shadow	38	Revolver	S001671	30
Clerke	N/A	22	Revolver	T282566	30
SCCY	CPX-1	9	Semi	495182	125
SCCY	CPX-1	9	Semi	33853	125
Heritage	Rough Rider	22	Revolver	J97656	75
Kel-Tec	P3AT	380	Semi	L4D50	75
Kel-Tec	P32	32	Semi	C8761	50
Lorcin	L380	380	Semi	281395	30
Lorcin	L380	380	Semi	361664	30
Lorcin	L380	380	Semi	299881	30
Bryco	Model 25	25	Semi	1573630	25
Bryco	Jennings J-22	22	Semi	1113820	25
Romania	MicroDraco	7.62x39	Semi	21PMD24835	400
Anderson	AR-15	5.56	Semi	17067891	200
Jennings	T380	380	semi	1468946	30
Star	Firestar	45ACP	Semi	2070099	100
Llama		45	Semi	B69869	50
Daewoo	Para	9	Semi	17668	100
Hipoint	JHP	45	Semi	4303822	50

H&R	923	22	Revolver	N18117	]   50
Unknown			semi	VI0512	
Ver Johnson			revolver	B97392	25
Brunswig 1916				847Z4	20
CROSSMA N	ВВ	ВВ		98323305	
H&K	USP40	40	SEMI	26041978	300
12GA	BERETTA	390	SEMI	BU02020	250
12GA	BENELLI	NOVA	SEMI	Z506464	175
12GA	Mossberg	500	Pump	J792098	150
12GA	Mossberg	500	Pump	J791325	150
12GA	Mossberg	Maveric 88/ Pistol Grip	Pump	MV73762	100
12GA	Mossberg	Maveric 88/ Pistol Grip	Pump	MV74341D	100
12GA	Mossberg	Maveric 88/ Pistol Grip	Pump	MV47509N	100
12GA	Mossberg	Maveric 88/ Pistol Grip	PUMP	MV10369U	100
12GA	Mossberg	Maveric 88/ Pistol Grip	Pump	MV72201J	100
12GA	Mossberg	500-A	Pump	K3474044	150
12GA	Stevens	320	Pump	172925J	100
12GA	Winchester	37A	Single Shot	C1024104	75
12GA	Winchester	1200	Pump	L936628	75
12GA	Iver Johnson		Single Shot	6303	50
12GA	J.C. Higgins	60	Semi	58362	20
12GA	Norinco	98	Pump	15975	80
12GA	Edward Kettner		Ovr/Und	LG82191	100
12GA	Remington	870	Pump	R\$71057G	150
12GA	Mossberg	500	Pump	T065648	125
12GA	Browning		Ovr/Und	73J05900	200
12GA			Pump	12PA221270	100
12GA		7	Single Shot	157697	50
12GA	J Stevens		double	A8441	50
12GA	J Stevens		double	27652	50
12GA	Hatfield	SAS	Semi	12A16-117714	50

20GA	Sears	101.1	Single Shot	N/A	50
20GA	Remington	870	Pump	B186152U	150
20GA	Mossberg	500	Pump	T540117	150
20GA	Stevens		Single Shot	N/A	50
20GA	Remington	870	Pump	RS50647U	100
410GA	New England	Pardner	Single Shot	NN365466	50
410GA			bolt	N/A	10
410GA	Harrington		Single Shot	3955	40
12GA	REMINGTON	M887	PUMP	ARM084381	125
.22 cal	Ruger	10 22	Semi	355-21138	150
.22 cal	Ruger	10 22	Semi	359-37483	150
.22 cal	Ruger	10 22	Semi	35242059	150
.22 cal	Marlin	25M	Bolt	15742551	50
.22 cal	Mossberg	702 Plinkster	Semi	EKH3266698	60
.22 cal	Mossberg	702 Plinkster	Semi	EMD3710700	60
.22 cal	Mossberg	702 Plinkster	Semi	EKK3298560	60
.22 cal	Savage	Mark II	Bolt	1793608	50
.22 cal	Winchester	290	Semi	B816723	75
.22 cal	Smith&Wesso n	M&P15-22	Semi	DTM4422	200
.22 cal	Winchester	190	Semi	B1431853	75
.22 cal	Ruger	10 22	Semi	351-04759	150
.22 cal	Winchester	250	Lever	B1185593	150
.22 cal	Magtech	7022	Semi	E006182	75
.22 cal	Savage	A22	Semi	N037702	125
.223 cal	Savage	Axis	Bolt	K378121	175
5.56	Smith&Wesso n	M&P15	Semi	HBP8937	300
5.56	DTI	15	SEMI	S086244	300
5.56	Smith&Wesso n	M&P15	Semi	TE25092	300
5.56	Anderson	AM-15	Semi	17135484	300
5.56	Eagle Arms	Eagle 15	Semi	M2250242	100
5.56	DPMS	A-15	Semi	FFH100719	150
5.56	Palmetto	PA-15	Semi	LW136749	150
5.56	DPMS	A-15	Semi	FFH247597	150
5.56	DPMS	A-15	N/A	F067794	150

5.56	Rock River	LAR-15	Semi	CM58829	250
243	Savage	Axis	Bolt	K333063	100
243	Savage	Model 11	Bolt	J019958	100
270	Savage	Model 110E	Bolt	E956629	100
270	Savage	Axis	Bolt	K355944	100
22-250	Savage	Axis (Broken Stock)	Bolt	K367550	50
308 cal	Marlin	XS7	Bolt	91750910	125
308 cal	Remington	700	Bolt	RR98632F	175
308 cal	Interarms	MarkX	Bolt	B269417	175
30-06	Remington	Model 700	Bolt	RR19716G	75
30-06	SAVAGE	AXIS	Bolt	K414309	125
30-06	Savage	Axis (Broken Stock)	Bolt	K354869	50
7.62x39	CN Romarm	Gp WASR	Semi	1978HV3282	375
7.62x39	Romarm	AK-47	Semi	14674003	375
7.62x39	Interstate Arms	SKS	Semi	9108631	350
7.62x39	GP WASR	AK-47	Semi	1968B10275	325
7.62x54	M91		Bolt	AB3461	200
7.62x54	M91		Bolt	T53033489	200
7.62x54	M91		Bolt	72206	200
7.62x54	CAI	M91/30	Bolt	9130087946	200
50CAL	Thompson	Omega	Muzz	Z86996	10
50CAL	Thompson	-	Muzz	17720	10
50CAL	Thompson	Scout	Muzz	11960	10
6.5x54	Steyr	1903	Bolt	8791D	125
9	Springfield	XD9	SEMI	US958725	175
9	TAURUS	G3X	SEMI	ACN748250	125
357	TAURUS		Revolver	ADC15913	100
MULTI	BUSHMASTE R		LOWER	L339713	125
7.62X39	Norinco	SKS	SEMI	250001264c	250
7.62X39	Norinco	762	SEMI	9407276	250
7.62X39	ROMAK	991	SEMI	I-09585-99	250
30-30	MARLIN	336	LEVER	21106745	200
22	MARLIN	60	SEMI	16319701	50
22	Winchester	22	SEMI	115344	50
22	Winchester	290	SEMI	B1571626	50
12 GA	Winchester	120	PUMP	L1961098	100

40	GLOCK	23	SEMI	BVVG695	300
9	RUGER	P85	SEMI	305-15006 301-57645	150
380	RUGER	LCP II	SEMI	380081035	125
45	GLOCK	30	SEMI	RLP148	300
9	GLOCK	26	SEMI	BEUV113	300
9	GLOCK	19	SEMI	THH038	300
45	GLOCK	30	SEMI	GKB672	300
9	TAURUS	PT138	SEMI	KAP70610	125
22	TAURUS	PT22	SEMI	AWD20360	125
9	TAURUS	24/7	SEMI	SCT26099	150
9	S&W	M&P	SEMI	KEL6619	200
380	S&W	M&P SHIELD	SEMI	NKJ0858	175
9	S&W	SD9VE	SEMI	FEA7029	150
380	S&W	BODYGUARD	SEMI	CVV3659	150
40	S&W	SD40	SEMI	PBN7519	150
380	S&W	BODYGUARD	SEMI	PK023749	200
32	S&W		Revolver	AT006486	200
38	S&W	66	Revolver	4K10807	200
38	S&W	CTGE	Revolver	745299	200
556	ANDERSON	AM-15	SEMI	21154912	300
25	RAVEN	MP25	SEMI	UNKNOWN	25
72.00	DAVIS		SEMI	AP222826	25
	BRUNI	96	SEMI	UNKNOWN	25
	FEG	SRC	SEMI	9319556	5
38	ROSSI		Revolver	ZK95411	100
	NAA		Revolver	E155045	100
9	GRENDEL	P12	SEMI	32204	50
22	MADISON		Revolver	106845	25
22	RG		Revolver	L780094	25
22	ROHM	GMBH	Revolver	87951	25
357	COLT	PYTHON	Revolver	57602	350
-	STEVENS	887	RIFLE	D195594	50
22	STEVENS	62	RIFLE	L218418	50
	GLENSFIELD	75	RIFLE	25345170	50

	NEW HAVEN	600	SHOTGU N	H750221	50
	NEW CENTURY	74	RIFLE	CC4839	50
16	Iver Johnson		SHOTGU N	віхи	50
	GIRSAN	1911	Semi	T636821BF0003	150
9	SCCY	CPX1	Semi	753276	100
9	Canik TP9SA	TP9 SFX	Semi	21BH24955	200
9	BROWNING		SEMI	511MY51704	150

(Item 2, Requested Equipment List)

QUANTITY	DESCRIPTION	COST PER UNIT	TOTAL VALUE
20	Delton AR Upper 16" MLOCK	\$300.00	\$6,000.00
11	AR Bolt Gas Ring (30 Count Pack)	\$14.00	\$154.00
10	Complete AR Bolt Carirer Group	\$65.00	\$650.00
50	Walker Electronic Razor 23DB XTM Hearing Protection	\$53.00	\$2,650.00
4	Peltor Clear Safety Glasses (100 Count Pack)	\$127.00	\$508.00
40	MAGPUL MLOCK QD Rail Attachments	\$15.00	\$600.00
42	MAGPUL MLOCK QD Sling Attachments	\$12.00	\$504.00
40	MAGPUL MLOCK Flip Up Sights (Set:Front and Rear)	\$70.00	\$2,800.00
15	NFORCE 1,100 LUM White/IR	\$175.00	\$2,625.00
20	NFORCE 1,100 LUM White/IR	\$146.00	\$2,920.00
1	Dewalt 100 Bit Driver Set	\$95.00	\$95.00
10	Dewalt Storage Bins	\$97.00	\$970.00
2	Dewalt Twin Pack 20V 5AH Batteries	\$136.00	\$272.00
1	Dewalt 4 Bank Charger	\$128.00	\$128.00
1	Dewalt 192-Piece Tool Set	\$189.00	\$189.00
1	Dewalt Wall Mount Tool Organizer	\$75.00	\$75.00
1	Dewalt 10 PC Cordless Tool Set	\$998.00	\$998.00
6	NOCO Auto Jump Box	\$150.00	\$900.00
2	Pelican Case 1305	\$300.00	\$600.00
30	Metal Ammo Can .50 CAL	\$12.00	\$360.00



# PRE-TRIAL SERVICES

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: NICHELLE GAINES, JCPC COORDINATOR

**DATE:** 5/20/2024

SUBJECT: APPROVAL OF THE CUMBERLAND COUNTY JUVENILE CRIME

PREVENTION COUNCIL FUNDING ALLOCATIONS FOR JULY 1, 2024,

**THROUGH JUNE 30, 2025** 

# **BACKGROUND**

The Cumberland County Juvenile Crime Prevention Council (JCPC) annually submits the JCPC Program funding recommendations to the Board of Commissioners for approval prior to submitting them to the State Division of Adult Correction and Juvenile Justice (DACJJ) Office. The requests represent the funding allocations for FY 2024-2025

# RECOMMENDATION / PROPOSED ACTION

The Juvenile Crime Prevention Council recommends approval of the JCPC DACJJ/County Funding requests for FY 2024-2025. Information regarding the program-specific recommendations is attached.

# **ATTACHMENTS:**

Description
JCPC Memo for FY2024-2025 Funding Request
JCPC FY2024-2025 Funding Request

Type Backup Material Backup Material Nichelle D. Gaines Misdemeanor Diversion Program/ JCPC Coordinator



Juvenile Crime Prevention Council

Glenn Adams, JCPC Chair

Mike Fiala, JCPC Vice Chair

May 30, 2024

To:

Mr. Clarence G. Grier, County Manager

Annually, the Department of Public Safety/Department of Adult Corrections Juvenile Justice makes funding available to local county governments to fund early intervention programs/services for youth involved in or may become involved in the juvenile court system.

The local Council reviewed all proposals submitted for consideration for the FY 2024-2025 DACJJ projected allocation. During its meeting on Wednesday, March 13, 2024, the full council discussed the finance committee's funding recommendations. As part of that meeting, the Council voted to submit the funding recommendations outlined in Attachment A, the FY25 Annual JCPC Certification for Cumberland County, and the DAC/JJ state program agreements for nine local programs. The annual comprehensive planning document will be forthcoming when received from DACJJ.

Cumberland County is projected to receive \$1,119,291 in state dollars for fiscal year 2024-2025. Local matching funds of 20% are required to be eligible to receive DACJJ state funds. The County of Cumberland has contributed a portion of the required match annually. The local council gratefully acknowledges the county's ongoing support.

This packet represents the funding recommendations the JCPC is making to the Cumberland County Board of Commissioners for their consideration. Please feel free to contact me with any questions or require further assistance.

Regards

Mike Fiala JCPC Chair

# Cumberland County NC DPS - Community Programs - County Funding Plan

Available Funds:	\$ \$1,119,291	Local Match:	\$	\$293,791	Rate:	20%
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			CALFUNDL		OTHER	OTHER		
f Program Provider	DPS-JCPC Funding	County Cash Match	Local Cash Match	Local In- Kind	State/ Federal	Funds	Total	% Nor DPS JC Progra Revenu
Cumberland County JCPC Administration	\$15,500						\$15,500	
2 Cumberland County Communicare FACT	\$253,660	\$80,000					\$333,660	24%
Cumberland County Communicare JAC	\$263,224	\$32,232	\$5,000	\$38,440			\$338,896	22%
Cumberland County Dispute Resolution Program (Teen Court)	\$106,070	\$20,495	\$960	\$1,977			\$129,502	18%
Fay. Police Dept Juvenile Restitution Program	\$67,482	\$15,951	\$15,951				\$99,384	32%
Fay, Urban Ministires - Find-A-Friend (Afterschool Program)	\$115,623	\$10,000	\$5,000	\$8,125			\$138,748	17%
Fay. Urban Ministires - Find-A-Friend (Career 7 Readiness Program)	\$59,437		\$2,800	\$10,845			\$73,082	19%
s SWAT - Youth & Family Services	\$116,825			\$23,365			\$140,190	17%
The Group Theory Build Your Self	\$112,650			\$22,650			\$135,300	47%
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TOTALS:	\$1,110,471	\$158,678	\$29,711	\$105,402			\$1,404,262	21%
The above plan was derive Juvenile Crime Preven					Sumberland use of these		County 2024-2025	-
Amount of Unallocated Funds	\$8,8	320						
Amount of funds reverted back to DPS			•	Chairperson, Juv	venile Crime Pr	evention Council	(Dale)	
Discretionary Funds added								
check type 🗹 initial plan	update	□final		·				
DPS Use Only	-			Chairperson, Bo or County Finan		Commissioners	(Date)	
Reviewed byArea Consultant		Date						
Reviewed by								

Date

Verified by\_

Designated State Office Staff



# OFFICE OF THE COUNTY ATTORNEY

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

**DATE:** 6/13/2024

SUBJECT: PROOF OF PUBLICATION FOR PUBLIC HEARING TO CONSIDER

ECONOMIC DEVELOPMENT INCENTIVES FOR AMERICAN

**TITANIUM** 

# **BACKGROUND**

The attached affidavit of publication for the notice of the public hearing conducted by the board May 20, 2024, to consider the grant of economic development incentives to American Titanium is placed on this consent agenda as an item of information to create a permanent record in the minutes.

# RECOMMENDATION / PROPOSED ACTION

No action required.

# **ATTACHMENTS:**

Description

ProofofPub-American Titanium Backup Material

StarNews | The Dispatch | Times-News Sun Journal | The Daily News | The Star The Free Press | Gaston Gazette The Fayetteville Observer

PO Box 631697 Cincinnati, OH 45263-1697

# **AFFIDAVIT OF PUBLICATION**

County Attorney's Office/Legal Dept. Cumb Co Attorney'S,Myra Brooks Po Box 1829

Fayetteville NC 28302-1829

### STATE OF NORTH CAROLINA, COUNTY OF CUMBERLAND

The Fayetteville Observer, a newspaper distributed in the county of Cumberland, published in the City of Fayetteville, County of Cumberland, State of North Carolina printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

### 05/10/2024

and that the fees charged are legal. The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C. Sworn to and subscribed before on 05/10/2024

Legal Clerk

Notary, State of WI, County of

My commission expires

**Publication Cost:** 

\$451.26

Order No:

10162493

# of Copies:

Customer No:

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LWLM0099374

# THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS Notary Public State of Wisconsin NOTICE OF PUBLIC
HEARING
NOTICE OF PUBLIC
HEARING NOTICE is
hereby given that the
Cumberland County Board
of Commissioners will hald
a public hearing in Room
118 of the County Courthouse
at 117 Dick Street, on May
20, 2024, beginning at 6:45
pm, or as soon thereafter as
may be heard in accordance
with N.C.G.S. 158-7.1(c) to
receive public comments
on the proposed graft of
economic development
incentives being considered for "Project Aero,"
American Titanium Metal,
L.C. a Delaware limited
iability company, or an
diffiliated or related entity,
a Unified States headquartered
company (the "Company").
The Company is considering multiple states for the
acquisition, construction,
equipping and installation of
a new manufacturing facility and buildings, facilities
and equipment necessory or
required for the aperation of
such facility (the "Project").
If the Company determines
to locate the Project in North
Carolina and the County, the
Project will be lacated at 557
Bethune Drive, Favetteville,
Cumberland Caunty, North
Carolina and the County, North
Carolina. The Company
is proposing to: (1) Invest
\$885,000,000 in real and
personal property at the
Facility; and (2) create 300
new full-time jobs ("FTE")
poying an average salary
of at least \$120,000 by 2028.
Additional future expansion at the Project would
increase its investment to
more than \$1,000,000,000
in real and personal propeerty, with new employment
fotaling over 450 FTE at an
average salary of at least
\$120,000.

The proposed incentives include the following: twenty years of cash Incentive payments in an amount determined as follows:

(1) when the assessed tax value of the Project exceeds \$350,000,000 with at least 200 FTE earning an average salary of at least \$120,000, the annual incentive payment shall be in an amount not greater than 65% of the real and personal general property taxes paid to the County by the Company, (2) when the assessed tax value exceeds \$500,000,000 with at least 300 FTE earning an average salary of at least \$120,000, the annual incentive payment shall be in an amount not greater than 75% of the real and personal general property taxes paid to the Company, and (3) when the assessed tax value exceeds \$1,000,000,000 with at least \$10,000,000,000 with at least \$10,000,000,000 with at least \$10,000,000 with at least \$10,000,00

Project.

The proposed incentives shall also include the County and the City of Fayetteville acquiring and subsequenty transferring ownership to the Company of a portion of the parcels with PiNs 0541686116, 0541663131, & 0541889347 consisting of approximately 120 acres in accordance with N.C.G.S. 158-7.1(d2) ("Land"). The conveyance of Land to the company is not subject to the public hearing for which this notice is given. It shall be subject to a separate public hearing after the terms at the sale ore finally determined.

All Interested persons are invited to attend and present their views.

This the 10th day of May 2024. Andrea Tebbe Clerk to the Board. May 10 2024 LWLM0099374



# BUDGET AND PERFORMANCE DEPARTMENT

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEBORAH W. SHAW, BUDGET AND PERFORMANCE DIRECTOR

**DATE:** 6/12/2024

SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE JUNE 17, 2024 BOARD OF COMMISSIONERS' AGENDA

# **BACKGROUND**

**General Fund 101** 

1) General Government Other – Budget Ordinance Amendment B240319 to appropriate general fund balance to increase utilities in the amount of \$125,000

The Board is requested to approve Budget Ordinance Amendment B240319 to appropriate fund balance to increase utilities in the amount of \$125,000. This amount includes projected utility expenses over the budgeted amount per the engineering department for the remainder of Fiscal Year 2024.

Please note this amendment requires appropriation of general fund balance.

2) Public Safety Other – Budget Ordinance Amendment B240348 to appropriate fund balance in the amount of \$64,950 for Youth Detention Subsidies

The Board is requested to approve Budget Ordinance Amendment B240348 to appropriate fund balance in the amount of \$64,950 for Youth Detention Subsidies. The North Carolina Youth Detention Subsidy is based on the length of time a judge remands a juvenile at their discretion. This amount includes projected expenses over the budgeted amount for the remainder of Fiscal Year 2024.

Please note this amendment requires appropriation of general fund balance.

3) Health Department - Budget Ordinance Amendment B240058 to recognize funds awarded from the Cumberland Community Foundation, Inc. – Fred and June Aysse Charitable Endowment in the

# amount of \$2,000

The Board is requested to accept and approve Budget Ordinance Amendment B240058 to recognize funds awarded from the Cumberland Community Foundation, Inc. – Fred and June Aysse Charitable Endowment in the amount of \$2,000. These funds will be used to meet the needs identified by the Cumberland Child Fatality Prevention Taskforce.

Please note this amendment requires no additional county funds.

# 4) Care Coordination for Children - Budget Ordinance Amendment B240158 to transfer funds from operating expenditures to the salary and benefits expenditures in the amount of \$61,287

The Board is requested to approve Budget Ordinance Amendment B240158 to transfer funds from operating expenditures to the salary and benefits expenditures in the amount of \$61,287. These funds will be used to cover the salary and benefits for the remainder of the fiscal year, due to the implementation of the classification and compensation plan.

Please note this amendment requires no additional county funds.

# 5) Department of Social Services – Budget Ordinance Amendment B241000 to recognize funds from the North Carolina Department of Health and Human Services, Division of Social Services in the amount of \$73,921

The Board is requested to accept and approve Budget Ordinance Amendment B241000 to recognize funds from the North Carolina Department of Health and Human Services Division of Social Services in the amount of \$73,921. These funds will be used for foster care emergency placements.

Please note this amendment requires no additional county funds.

# 6) Department of Social Services – Budget Ordinance Amendment B241001 to recognize funds from the North Carolina Department of Health and Human Services, Division of Aging and Adult Services in the amount of \$29,509

The Board is requested to accept and approve Budget Ordinance Amendment B241001 to recognize funds from the North Carolina Department of Health and Human Services, Division of Aging and Adult Services in the amount of \$29,509. These funds are provided from the Adult Protective Services (APS) Essential Services fund. Individual protective services include addressing needs such as provision of physical and mental medical care, assistance with obtaining food and clothing and providing shelter.

Please note this amendment requires no additional county funds.

# Federal Drug Forfeiture Fund 204

# 7) Federal Drug Forfeiture – Budget Ordinance Amendment B240065 to appropriate Federal Drug Forfeiture fund balance in the amount of \$54,000

The Board is requested to approve Budget Ordinance Amendment B240065 to appropriate Federal Drug Forfeiture fund balance in the amount of \$54,000. These funds will be used to purchase a 2024 Chevrolet Tahoe. This vehicle will replace the 2017 Chevrolet Tahoe that has high mileage and advanced engine time.

Please note this amendment requires appropriation of the Federal Drug Forfeiture fund balance.

# **Special Fire District Fund 220**

# 8) Special Fire District - Budget Ordinance Amendment B240248 to recognize additional revenue received in the amount of \$34,140

The Board is requested to accept and approve Budget Ordinance Amendment B240248 to recognize additional revenue in the amount of \$34,140. Each fiscal year during the budget process, the fire districts are budgeted at 100% of the tax value of their district. This revision is recognizing additional revenue for the districts received per an update as of June 7, 2024.

Please note this amendment requires no additional county funds.

# NC Elderly-Handicap Transportation Fund 277/General Fund 101

9) NC Elderly-Handicap Transportation/General Government Other - Budget Ordinance Amendment B241100 to increase general fund balance in the amount of \$1,728 and to transfer that amount to the NC Elderly-Handicap Transportation Fund to increase the salary and benefit appropriation

The Board is requested to approve Budget Ordinance Amendment B241100 to increase the general fund balance in the amount of \$1,728 and to transfer that amount to the NC Elderly Transportation fund to increase the salary and benefit appropriation. These funds will be used to cover the salaries and benefits for the remainder of the fiscal year due to the implementation of the classification and compensation plan.

Please note this amendment requires appropriation of general fund balance.

# **Group Insurance Fund 801**

10) Group Insurance –Budget Ordinance Amendment B240451 to appropriate Group Insurance fund balance to align the budget with projected expenditures through FY24 in the amount of \$1,800,000

The Board is requested to approve Budget Ordinance Amendment B240451 to appropriate group insurance fund balance to align the budget with projected expenditures through FY24 in the amount of \$1,800,000. This is due to the increase in medical claim expenses.

Please note this amendment requires appropriation of the Group Insurance fund balance.

# RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



# DEPARTMENT OF SOCIAL SERVICES

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR

**DATE:** 6/17/2024

SUBJECT: CONTRACT AMENDMENT FOR SECURITY SERVICES WITH NORTH STATE SECURITY GROUP, LLC

# **BACKGROUND**

The purpose of this contract amendment is to support security provided by one County Sheriff Deputy by continuing to maintain three-armed private security guards at the main DSS facility on Ramsey Street and one-armed private security guard at the Family Resource Center facility in Spring Lake, NC which includes security for Public Health and the Public Library sites. The three-year contract with North State Security Group, LLC. for the armed security guards is scheduled to expire June 30, 2024. The Request for Proposal (RFP) process has been completed.

We would like to extend the North State contract beginning July 1, 2024 through December 31, 2024 to allow for the transition to a new vendor beginning January 1, 2025. The transition includes development of a contract with a new vendor and seeking approval from the Board of Commissioners prior to January 1, 2025.

The contract amendment has been reviewed and signed off on by County Finance and County Legal for fiscal and legal sufficiency.

This item was approved for the Consent Agenda at the Board of Commissioner's Agenda Session meeting on June 13, 2024.

# RECOMMENDATION / PROPOSED ACTION

Social Services request approval of a contract amendment with North State Security Group, LLC. beginning July 1, 2024 through December 31, 2024 in an amount not to exceed \$111,910.40 for private armed security services.

# **ATTACHMENTS:**

Description
North State Security Contract Amendment

Type Backup Material

# Contract Amendment Cumberland County, through its Department of Social Services

# Fiscal Year Begins July 1, 2022 Ends June 30, 2023

Contract #2022261 Amendment #2

### **SECTION I**

Agency: North State Security Group LLC

Program: Business Operations

This Contract Amendment amends the contract between the <u>Cumberland County</u>. through its <u>Department of Social Services</u> (the "County") and <u>North State Security Group LLC</u> (the "Contractor") (referred to collectively as the "Parties"). As provided for under the terms of the contract, the County and Contractor agree to amend the provision(s) indicated in Section II below.

# SECTION II

Justification/Change to Contract: To include the language herein as a part of the definitive agreement established between the Parties as follows:

- Include and extension effective July 1, 2024 December 31, 2024. Due to the contract for the RFP award vendor, Weatherspoon Enterprises Inc., and new FY 24-25 budget will not be approved by the BOCC by July 1, 2024; awaiting FY 24-25 budget approval regarding metal detectors and installing of said metal detectors.
- Security vehicle cost is billed separately at \$1,100.00 per month as all inclusive lease, fuel, maintenance, and insurance.

Costs	Initial Year (FY21-22)	Year 2 (FY22-23)	Year 3 (FY23-24)	July 1, 2024 – December 31, 2024
Annual personnel, operation, and maintenance costs	(6 months) 99,476.00	204,360.00	210,620.76	105,310.40
Annual security vehicle costs	(6 months) 6,600.00	13,200.00	13,200.00	6,600.00
Total annual costs	(6 months) 106,076.00	217,560.00	223,820.76	111,910.40

# **SECTION III**

All other terms and conditions set forth in the original contract shall remain in effect for the duration of	the contract. The
contract specified above is amended by this Contract Amendment effective upon formal execution by all	parties.

Brenda Reid Jackson, Director

Glenn Adams, Board Chairman

NORTH STATE SECURITY BROUB, LLC	
Michael Easterday, Regional Manager	BY:
This instrument has been pre-audited in the manner required by the Local	Approved for Legal Sufficiency upon
Government Budget and Fiscal Control Act.	formal execution by all parties.
By: County Finance	By: County Attorney's Office

CLOSE

# ACTION AGENDA CUMBERLAND COUNTY BOARD OF COMMISSIONERS COURTHOUSE - ROOM 118

(<u>AUGUST 2, 2021</u>) 9:00 AM

INVOCATION - Commissioner Michael Boose

PLEDGE OF ALLEGIANCE -

### RECOGNITION

Cumberland County Animal Services for Receiving the Best Friends Animal Society Transformational Change Award

APPROVAL OF AGENDA

### APPROVED

- PRESENTATIONS
  - A. Update on COVID-19 by Dr. Jennifer Green, Public Health Director
  - B. OrgCode Presentation of the Homelessness Strategic Plan

# REQUEST TO PULL ITEM 3.I. FROM CONSENT AGENDA FOR SEPARATE DISCUSSION AND ACTION

## 3. CONSENT AGENDA

G.

Contributions

Approved

Approved	<b>J.</b>	A.	Approval of June 2, 2021 FY22 Budget Work Session, June 7, 2021 FY22 Budget Public Hearing/Work Session and June 21, 2021 Meeting Minutes
Approved		В.	Approval of a Resolution to Ratify Acceptance of American Rescue Plan Act Funds
Approved		C.	Approval of Resolution for Designation of First and Last Week of August as World Breastfeeding Week and Black Breastfeeding Week
Approved		D.	Approval of a Purple Heart Proclamation
Approved		E.	Approval of Proclamation Recognizing the Month of August as Cumberland County Preparedness Month
Approved		F.	Approval of Tax Collector's Preliminary Report and Proposed Annual Settlement

Approval of Report on Fiscal Year 2020 Summary of Activities Funded by County ABC Fund

5/1/24, 3:14 PM

### NovusAGENDA

### Approved

- H. Approval of Extension of The North Carolina Human Trafficking Commission (NCHTC) Grant Agreement between the North Carolina Administrative Office of the Courts (NCAOC) and Cumberland County for the Human Trafficking Worth Court Project and the Associated Budget Ordinance Amendment #B220805
- (I.) (Approval of Formal Bid Award for DSS Security Officer Services)

# (APPROVED FOLLOWING REMOVAL FROM CONSENT AGENDA FOR SEPARATE DISCUSSION AND) (ACTION)

Approved

J. Approval of Report on the Disposal of Surplus Property Pursuant to N.C.G.S.160A-226(a)

Approved

K. Approval of Declaration of Foreclosed Real Properties as Surplus

Approved

L. Acceptance of Offer to Purchase Surplus Property Located at 4210 Scary Creek Road, Fayetteville

Approved

M. Approval of Sale of Surplus Real Property Located at 209 B Street, Fayetteville

Approved

N. Approval of Sale of Surplus Real Property Located at 4691 Matt Hair Road, Fayetteville

Approved

- O. Approval of Budget Ordinance Amendments for the August 2, 2021 Board of Commissioners' Agenda
- 4. ITEMS OF BUSINESS

Approved

A. Consideration of Incentives Agreement for SkyREM, LLC

Approved

- B. Consideration of Grant Award for the Connecting the Last Mile Digital Inclusion and Navigation at Cumberland County Public Library and Approval of Associated Budget Ordinance Amendment B#220633
- 5. NOMINATIONS
  - A. Senior Citizens Advisory Commission (1 Vacancy)

# NOMINEE(S): SHAMONA ROSS

B. Board of Adjustment (3 Vacancies)

### NOMINEE(S): KENNETH TURNER, ROBERT DAVIS, LINDA AMOS

C. Transportation Advisory Board (2 Vacancies)

### NOMINEE(S): DEBRA KINNEY, RANDY HUME

D. Joint Apperance Commission (2 Vacancies)

# NOMINEE(S): KENNETH ROGERS / SECOND VACANCY TO BE TAKEN TO AUGUST 16, 2021 MEETING

- 6. APPOINTMENTS
  - A. Appointment of Chairman of ABC Board



# FINANCE OFFICE

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 2, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVONNE MENDEZ, ACCOUNTING SUPERVISOR

**DATE:** 7/22/2021

SUBJECT: APPROVAL OF FORMAL BID AWARD FOR DSS SECURITY OFFICER

**SERVICES** 

# **BACKGROUND**

Formal bids were solicited to identify companies who can provide armed security services for two DSS facilities; DSS main office and Family Resource Center.

Eight responses were received, two were considered non responsive. North State Security Group was responsive and met all specifications, the proposed cost was the lowest bid received totaling \$212,151.95.

# RECOMMENDATION / PROPOSED ACTION

Finance staff and county management recommends approval of Bid number 21-24-DSS totaling \$212,11.95 to North State Security Group based on lowest, responsive, responsible bidder standard of award.

# **ATTACHMENTS:**

Description
Bid Award Approval Form
Bid Tab Summary

Туре

Backup Material

Backup Material



# Formal Bid Award Request (Eff. 6/21/21)

Please Note: This form is required for purchases in the formal bid range and must be completed and signed prior to any final bid award recommendations being submitted to a committee or the Board. Please complete all applicable fields.

Date: 7/13/2021 Department: DSS
Bid Description (If additional space necessary, may attach a separate sheet): DSS SECURITY OFFICER SERVICES
Amount of Bid Award (or estimated contract amount): \$212,151.95 (If \$90,000 - \$99,999.99 County Manager approval required only, if \$100,000 or more County Manager and Board approval required.)  Budgeted Amount for Project: \$325,000 Original Budget (Y/N): Y or Budget Revision #:
Budget Line: Org. 1014365 Object Code: 533301 Project Code: SSE01
Department Bid Award Recommendation (specify the vendor): NORTH STATE SECURITY GROUP
Justification (ex. lowest bidder) (Please note that if the lowest bidder is not selected a detailed explanation must be provided. If additional space necessary, may attach a separate sheet.):  LOWEST BIDDER
Has this project (not the bid award, just the actual project or funds for the project) been reviewed by a committee? NO If so, which committee? on what date? (Please note committee review/approval is not necessarily required for all bids, if a department is not certain if committee review is necessary, they should consult their Assistant County Manager.)  Recommended By: Department Head
Reviewed and Accepted By:
This is within the County Manager's authority to approve range  This is within the BOCC authority to approve range, requesting County Manager approval to send forward to BOCC     County Manager (Please see question below)
FOR PURCHASING ONLY BELOW THIS LINE
SAM CHECKED

DOA CHECKED \_\_ IRAN CHECKED \_\_



# BId Tab Summary RFP #21-24-DSS Security Officer Services June 1, 2021 4:00 PM

Vendar Name	Date	Tige		1 Signed, Original Executed	1 Electronics Core on CD or		Copy of License to Perform Society		Alterdon	Therefore Discontinue of the Continue of the C	-		111111111111111111111111111111111111111		
	Kecelved	Received	Sealed	Response			Officer Services in NC						Cost (venice)	100	Comments
N C Special Police	6/1/21	3:16.P.W	×	×	×	×	×	×	×	×	×	\$160,301.20	Vehide not mentioned	\$160,301.20	MON-RESPONSIVE Attachment C: incomplete - Did not quote Spring Lake, as requested. Vehicle not mentloned.
Guardone Security	671721	315 PM	×	×	×	×	×		×	×	×	\$178,880.00	\$19,200.00	\$198,080,00	NON-RESPONSIVE Attachment B: Did not sign. Vehicle cost based on quoted price of \$1,500/month x 12 months.
North State Security Group	671.21	1:00 PM	×	×	×	×	×	×	×	×	×	\$198,952.00	\$13,199,95	\$212,151.95	
American Security and Protection Service	52421	10:35 AM	×	×	×	×	×	×	×	×	×	\$230,048.00	Included in Cost	\$230,048,00	Per vendor, vehicle included in cost.
Alied Universal	84721	9-27 AM	×	×	×	×	×	×	×	×	×	\$219,232.00	\$15,000.00	\$234,232.00	Vehicle cost based on quoted price of \$1,250/month x 12 months.
Sakom Services	12179	9:27 AM	×	×	×	×	×	×	×	×	×	\$224,548.40	\$10,000.00	\$234,548.40	Vehicle cost based on quoted price of \$10,000/year.
New Age Protection Inc	528/21	10:30 AM	×	×	×	×	×	×	×	×	×	\$258,100.00	Vehicle not mentioned	\$268,100,00	Vehicle not mentioned - vendor did not respond to e-mail to clarify.
Loiak Protection Agency, Inc.	121/3	11:30 AM	×	×	×	×	×	×	>	>	>	20 A DA	2000	00 FF0 8084	Vehicle cost based on quoted price of \$3.50 per hour x 2.080 hours



# OFFICE OF THE COUNTY ATTORNEY

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

**DATE:** 6/13/2024

SUBJECT: AMENDMENTS TO FACVB BYLAWS

# **BACKGROUND**

The FACVB has requested the board of commissioners to approve the attached bylaws which have been approved by the FACVB's board. The amendments are shown in the bylaws attached. The board of commissioners created the FACVB as a nonprofit corporation in 1997. The board's Policy Committee recommended the FACVB's original bylaws to the board of commissioners by action February 20, 1997. The board of commissioners approved the Policy Committee's recommended bylaws March 17, 1997, but the bylaws that were approved by the board were not included in the minutes. Neither the clerk nor I can find any board action that explains why the bylaws continue to be approved by the board of commissioners; however, the board of commissioners has always approved any amendments to the bylaws.

# RECOMMENDATION / PROPOSED ACTION

At its Agenda Session meeting on June 13, 2024, the Board of Commissioners acted to recommend approval of the amendments to the FACVB's bylaws to be placed on the agenda of the regular meeting June 17, 2024, as a consent item.

# **ATTACHMENTS:**

Description
FACVB AMENDMENTS TO BYLAWS

Type

Backup Material





**By-Laws** 

245 Person Street

Fayetteville, North Carolina 28301
www.distinctlyfayettevillencVisitFayettevilleNC.com



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# Article I

# **OFFICE**

- Section 1. Name: This Corporation shall be known as the Fayetteville Area Convention and Visitors Bureau, Inc., doing business as DistiNCtly Fayetteville.
- **Section 2**. **Principal Office**: The principal office of the Corporation shall be located at 245 Person Street, Fayetteville, North Carolina 28301.
- **Section 3**. Registered Office: The registered office of the Corporation required by law to be maintained in the State of North Carolina may be, but need not be, identical to the principal office. Until otherwise changed by the Board of Directors, the registered office shall be 245 Person Street, Fayetteville, North Carolina 28301.

# **Article II**

# **PURPOSE**

To position Cumberland County as a destination for conventions, tournaments, and individual travel and to engage in any lawful act or activity for which non-profit corporations may be organized under Chapter 55A of the North Carolina General Statutes. In so doing, the Corporation shall have all powers granted under Chapter 55A of the North Carolina General Statutes.

# **Article III**

# **DIRECTORS**

- **Section 1.** <u>General Powers</u>: The business affairs of the Corporation shall be managed by its Board of Directors.
- **Section 2.** Number of Board Members: The number of members constituting the Board of Directors shall be eleven (11). The Board of Directors shall also have 8–7 non-voting ex-officio members.
- **Section 3**. <u>Composition</u>: Said Board of Directors shall be comprised of the following individuals:
  - (a) the County Manager or his/her designee,
  - (b) the City Manager of the City of Fayetteville or his/her designee,

- (c) the Director of the Crown Complex or his/her designee,
- (d) one representative nominated by hotels and motels within the County of Cumberland which have fewer than 100 rooms and appointed by the County Commissioners,
- (e) one representative nominated by hotels and motels within the County of Cumberland, which has in excess of 100 rooms and appointed by the County Commissioners,
- (f) one\_business representative\_within the County of Cumberland operating an attraction, restaurant, or other local business affected by the Tourism Industry elected by the County Commissioners,
- (g) two at-large members, appointed by the County Commissioners which are representative of one or more of the following groups:
  - (1) arts/cultural community,
  - (2) business community,
  - (3) military and has a demonstrated interest in travel and tourism in the County,
  - (4) business affected by tourism industry
- (h) one representative with hotels and motels within the County of Cumberland which has rooms subject to Occupancy Taxes and with meeting space excess of 6,000 square feet which shall be elected by the Board of Directors, [by removing the cap of meeting space, this opens the seat up to multiple hotels in Cumberland County].
- (i) one representative of a hotel or motel within the County of Cumberland which has rooms subject to Occupancy Taxes and shallbe elected by the Board of Directors,
- (j)(i) one two business representatives within the County of Cumberland operating an attraction, restaurant, or other local business affected by the Tourism Industry elected by the Board of Directors,
- (k)(i) Ex-officio positions require reciprocal board positions. Non-voting ex-officio positions are:

Tourism Development Authority Liaison

President of the Fayetteville Area Hospitality Association[Defunct]

President of the Greater Fayetteville Chamber of Commerce

# President of the Cool Spring Downtown District

President of the Airborne and Special Operations Museum [this needs to be added to the By-Laws; seat is currently an ex-officio position].

President of the Fayetteville Cumberland County Economic **Development Corporation** 

Past Chair of the Corporation

One (1) position at the Board of Director's discretion.

The County Commissioners shall designate a Commissioner Liaison to a non-voting position.

# **Section 4. Appointment:**

Laws,

<u> </u>	
-	a. Board of Directors appointed positions can be appointed for 2 – three-year terms, but subject to re-appointment after the first term,
(m) <u>comple</u>	b. Board of Directors appointed positions can be reappointed after etion of their 2 – three-year terms after a minimum of one year has passed
manag	cno hotel/motel or corporation or business group owning or ing several motels/hotels in the County of Cumberland shall have more no members on the Board of Directors at any one time,
\ /	din making selections to the Board of Directors, particular attention made to enhancing the ethnic and gender diversity of the Board of
( <del>p)</del> Corpor	e. members of the Board of Directors do not need to be members of the ation,

f. vacancies on the Board of Directors will be filled within sixty (60) days of the vacancy by the appropriate body as outlined in Article IV of these By-

Members of the Board of Directors shall be owners, general managers, or top executives

# Section 5. Board Member Responsibilities

While at board meetings and functions representing the Fayetteville Area Convention & Visitors Bureau, Board Members have a duty to subordinate personal interests to the welfare of the Corporation and Cumberland County.

Conflicting interests may be financial, personal relationships, status, or power. All Board Members should seek to avoid any conflict between their respective personal and financial interests (including professional or other business interests) and the interests of the Corporation in any and all actions taken by them on behalf of the Corporation in their respective capacities.

# **Article IV**

# **MEETINGS**

- Section 1. <u>Annual Membership Meeting</u>: An annual meeting of the members of the Corporation, shall be held in <u>January September</u> each year or at such other time as the Board of Directors may designate.
- **Section 2.** Annual Meeting of the Board of Directors: An annual meeting of the Board of Directors shall be held during the month of January May each year at a date, time, and place to be decided upon by the Board of Directors or, in the absence of action by the Board of Directors, at the principal office of the Corporation.
- Section 3. **Regular and Special Meetings**: The Board of Directors shall have regular meetings quarterly on the fourth Wednesday on the third Wednesday of every other month [current meeting structure needs to be added in] (starting in January) unless there is not sufficient business to warrant a meeting. Special meetings of the Board of Directors may be called by or at the request of the President, Chairman, Vice-Chairman, Secretary, Treasurer, or any two directors. Such meetings shall be held at the corporate office within the County of Cumberland or at such place as may be from time to time approved by the Board of Directors. Meetings of the Board of Directors or any committee thereof may be conducted by conference telephone, videoconference or other electronic communication that supports visible displays identifying those participating, identifying those seeking recognition to speak, showing (or permitting the retrieval of) the text of pending motions, and showing the results of votes. These electronic meetings of the Board of Directors shall be subject to all rules adopted by the Board of Directors, to govern them, which may include any reasonable limitations on and requirements for Board of Directors' participation.

- **Section 4.** Notice of Meetings: Annual or regular meetings of the Board of Directors may be held upon five (5) days' notice. The person or persons calling a special meeting of the Board of Directors shall, at least twenty-four (24) hours before the meeting, give notice thereof by the usual means of communication. Such notice of a special meeting shall specify the purpose for which the meeting is being called.
- **Section 5**. <u>Waiver of Notice</u>: Any Director may waive notice of any meeting. The attendance by a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

- **Section 6.** Quorum: A majority of the number of persons serving as Directors, or a majority of Executive Committee members at any time, shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.
- **Section 7**. Manner of Acting: Except as otherwise provided in these By-Laws, action by a majority of the Directors present at a meeting in which a quorum is present shall be an act of the Board of Directors.
- **Executive Committee.** The Executive Committee shall be comprised of the Chairman of the Board, Vice Chairman, Secretary, and Treasurer. The Chairman of the Board will serve as Chairman of the Executive Committee. The Executive Committee coordinates the activities of the Board of Directors, evaluates the President's performance, and exercises the authority of the Board of Directors when a quorum of board members cannot be established for a regular or specially called meeting. Any actions taken by the Executive Committee shall be reported to the full board at the next board meeting. The Executive Committee will not have authority to:
  - (a) rescind any action taken by the Board of Directors,
  - (b) amend or repeal Articles of Incorporation or By-Laws,
  - (c) merge, consolidate, or voluntarily dissolve the Corporation,
  - (d) sell, lease, exchange, mortgage, pledge, or otherwise dispose of property,
  - (e) select or remove the President, or
  - (f) obligate the Corporation to any contract or expenditure of funds in excess of \$10,000.

# **Article V**

# **OFFICERS**

- **Section 1.** Officers of the Corporation: The officers of the Corporation shall consist of the Chairman of the Board, Vice Chairman, Secretary, Treasurer, and such other officers as the Board of Directors may, from time to time, elect. Officers of the Corporation must be members of the Board of Directors.
- Section 2. <u>Election and Term</u>: The officers of the Corporation shall be elected by the Board of Directors at the <u>April-May</u> meeting for a term of one year commencing on July 1 of the <u>following-current</u> year <u>and may be subject to</u> re-appointment for one additional year after their first term-

- Section 3. Removal: Any Director shall be dropped for excess absences from the Board if s/he has three unexcused absences from the Board meetings in a fiscal year. Any officer or Director elected or appointed by the Board of Directors may be removed by the Board of Directors when, in the judgment of the Board of Directors, the best interests of the Corporation will be served by the affirmative vote of two-thirds of the Board of Directors. Any officer or Director may resign at any time by delivering a written resignation to the President or the Secretary.
- **Section 4.** <u>Vacancies</u>: Vacancies among officers of the Corporation may be filled by a vote of a majority of the Board of Directors at any annual, regular, or special meeting of the Board of Directors.
- Section 5. Chairman: The Chairman of the Board shall, when present, preside at all meetings of the Board of Directors. He/She shall sign with any proper officer instruments which may be lawfully executed on behalf of the Corporation, except where required or permitted by law to be otherwise signed and executed, and except where the Board of Directors shall delegate the signing and execution thereof to some other officer or agent. In general, he/she shall perform all duties incident to the office of the Chairman and such other duties as may be prescribed by the Board of Directors from time to time.
- **Section 6**. <u>Vice-Chairman</u>: The Vice-Chairman shall, in the absence or disability of the Chairman of the Board of Directors, perform the duties and exercise the powers of that office. In addition, he/she shall perform such duties and have such other powers as the Board of Directors shall prescribe.
- Secretary: The Secretary shall be responsible for keeping accurate records of the acts and proceedings of all meetings of the Board of Directors. He/She shall be responsible for giving all notices required by law and by these By-laws. He/She shall have general care of all corporate books and records. He/She shall sign such documents as may require his signature and, in general, perform all duties incident to the office of Secretary and such other duties as may be assigned him/her from time to time by the Chairman or by the Board of Directors.
- Section 8. Treasurer: The Treasurer shall oversee the financial aspects of the Corporation without having direct custody of funds and securities belonging to the Corporation, provided that the Board of Directors may appoint a custodian or a depository for any such funds or securities and the Board of Directors may designate those persons upon whose signatures or authority such funds may be disbursed or transferred.

Section 9. President and CEO: The President and CEO shall oversee the day-to-day operations of the Corporation and its employees in accordance with these By-Laws. The President and CEO is authorized to enter into contracts, sign financial and tax documents, serve as a spokesperson, and other legal tasks except as outlined in these By-Laws as authority resting with the Board of Directors.

### **Article VI**

### **MISCELLANEOUS**

- Section 1. Contracts: The President and CEO may approve contracts that would obligate the Corporation for under \$100,000 and for three (3) years or less, so long as the contracted amount was budgeted. Any non-budgeted contract for over \$50,000 would be approved by the Board of Directors prior to President & CEO signing. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument on behalf of the Corporation, and such authority may be general or confined to specific instances.
- **Section 2**. **Loans**: No loans shall be contracted on behalf of the Corporation unless approved by the Board of Directors.
- **Section 3**. Checks and Drafts: All checks, drafts or other orders for the payment of money issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.
- **Section 4.** <u>Deposits</u>: All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such depositories as the Board of Directors shall direct.
- Section 5. <u>Seal</u>: The corporate seal of the Corporation shall consist of two concentric circles between which is the name of the Corporation and in the center of which is inscribed "SEAL", and such seal, as impressed on the margin hereof, is hereby adopted as the seal of the Corporation.
- **Section 6.** <u>Committees</u>: The Chairman of the Board shall, subject to the Board of Directors' approval, appoint any committees to consist of as many persons as he/she deems advisable.
- **Section 7**. Fiscal Year: The fiscal year of the Corporation shall be the year beginning July 1st and ending June 30th.
- **Section 8**. **Bond**: At the expense of the Corporation, the Board of Directors may, by Resolution, require any or all officers, agents, and employees of the Corporation to give bond to the Corporation, with sufficient sureties, conditioned on the faithful performance of the duties of their respective officers or positions, and to comply with such conditions as may from time to time be required by the Board of Directors.

- **Section 9**. <u>Inspection of Books</u>: The books of the Corporation may be inspected for specific and proper purposes by persons determined by the Board of Directors to be entitled thereto at such reasonable times, and places as the Board of Directors may determine, upon application by the person's desiring inspection thereof.
- **Section 10**. Independent Outside Audit: The Board of Directors shall require a comprehensive, independent outside audit (certified audit) of the books and financial records of the Corporation on an annual basis, to be completed no later than three months after the end of the fiscal year.
- **Section 11**. <u>Indemnification</u>: Any person who at any time serves or has served as a director, officer, employee, or agent of the Corporation, or in such capacity at the request of the Corporation for any other corporation, partnership, joint venture, trust, or other enterprise, shall have a right to be indemnified by the Corporation to the fullest extent permitted by law against:
  - (a) unreasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with any threatening, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, and whether or not brought by him/her in connection with any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of the Corporation, seeking to hold him/her liable by reason of the fact he/she was working in such capacity, and
  - (b) reasonable payments made by him/her in satisfaction of any judgment, money decree, fine, penalty, or settlement for which he/she may have become liable in any such action, suit, or proceeding. The Board of Directors of the Corporation shall take all such action as may be necessary and appropriate to authorize the Corporation to pay the indemnification required by this By-Law, without limitation, to the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due him/her. Any person who at any time after the adoption of this By-Law serves or has served in any of the aforesaid capacities for or on behalf of the Corporation shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this By-Law. In addition to all of the foregoing, the Board of Directors shall purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership,

joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Corporation would have the power to indemnify him/her against such liability.

Section 12. Amendments: These By-Laws may be amended or replaced, and new By-Laws may be adopted only by the affirmative vote of two-thirds (2/3) of the Board of Directors. However, Article IV and this section (Article VI, Section 12) may only be amended or replaced by the affirmative vote of two-thirds (2/3) of the Board of Directors and with the approval of the County of Cumberland Board of Commissioners.

\_\_\_\_\_\_

These By-Laws were approved at a meeting of the County of Cumberland Board of Commissioners on August 16, 2021

X X

Seth Benalt
FACVB Board of Directors Chairman

<u>Jimmy Keefe</u> <u>FACVB Board of Directors Secretary</u>

X

Glenn Adams

Cumberland County Board of Commissioners Chairman



### OFFICE OF THE COUNTY ATTORNEY

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

**DATE:** 6/13/2024

SUBJECT: GRANT OF EASEMENT TO CITY OF FAYETTEVILLE FOR WATER

AND SEWER LINES ADJACENT TO RAY AVENUE ON THE LIBRARY

**PROPERTY** 

### **BACKGROUND**

The City of Fayetteville requests the water and sewer easements on the Headquarters Library property adjacent to Ray Avenue described in the attached easement document. The areas of the two permanent easements are 241 and 543 square feet. Temporary construction easements of 307 and 608 square feet are included and will be extinguished when the project is completed. The county attorney has reviewed the project drawings of the easements and determined these do not interfere with the use of the library.

### RECOMMENDATION / PROPOSED ACTION

At its June 13, 2024, agenda meeting, the board of commissioners acted to recommend approval of the grant of these easements to the City of Fayetteville as a consent item on the agenda of the next regular meeting June 17, 2024. The county attorney recommends approval of the grant of these easements.

### **ATTACHMENTS:**

Description

RAY AVE EASEMENT TO FAYETTEVILLE

Backup Material

NORTH CAROLINA CUMBERLAND COUNTY UTILITY EASEMENT
(WATER & SANITARY SEWER)
PUBLIC WORKS COMMISSION
Ray Avenue Drainage Project Parcel 3
PWC EASEMENT NO.

Prepared by and Return to: Richard A.	Galt, Attorney at Law,	for Fayetteville Public	Works Commission	- Attn:
Kyle Brisson				

THIS	INSTRUMENT,	approved by the	<b>Cumberland</b>	County	Board	of	Commissioners	and	made	this
 day o	of	, 2024.								

By: COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina, herein called Grantor,

To: Grantee: THE CITY OF FAYETTEVILLE, a municipal corporation, by and through FAYETTEVILLE PUBLIC WORKS COMMISSION, a public authority, in accordance with Chapter VIA of the Charter of the City of Fayetteville.

### WITNESSETH THAT

Grantor, for one dollar (\$1.00) and other valuable consideration, hereby acknowledged as paid and received, has bargained and sold, and by these presents does grant, bargain, sell and convey to Grantee, its successors, licensees, and assigns, the perpetual right, easement and privilege to be exercised through the Fayetteville Public Works Commission ("FPWC") in accordance with Sections 6A.7 and 6A.9 of Chapter VIA of the Charter of the City of Fayetteville, as amended, for Grantee and FPWC and each of their contractors and agents to go in and upon and build, construct, reconstruct, operate and maintain water, sanitary sewer (any or all) lines, with such pipes, connections, manholes, and other attachments, equipment and accessories necessary or desirable in connection therewith (collectively, "Utility Equipment"), to have full ingress and egress, thereto and therefrom over adjoining lands of Grantor (using paved areas and established pathways where practical as reasonably determined by FPWC), to patrol, inspect, alter, improve, repair, relocate, add to, remove and replace any or all of such Utility Equipment, within the easement area, to keep clear all trees, undergrowth and other encroachments located within the permanent easements described herein and to have all rights and privileges necessary or convenient for the full enjoyment or use of this easement, in, on, under, over, through and across certain land described as follows:

### NORTH CAROLINA -- CUMBERLAND COUNTY - CROSS CREEK TOWNSHIP

The following described easement lies within that certain parcel of land located on the east side of Ray Avenue (Variable Right-of-Way) as described in the deed of record duly recorded in Deed Book 2471, Page 841, of the Cumberland County Registry.

### **Sheet 4 Permanent Utility Easement**

COMMENCING AT AN IRON ROD FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING 475089.87 EASTING: 2035285.22), THENCE FROM THE POINT OF COMMENCING SOUTH 81 DEGREES 34 MINUTES 49 SECONDS EAST A DISTANCE OF 130.46 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING A 60D NAIL SET (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 475070.77 EASTING: 2035414.27). THENCE FROM THE POINT OF BEGINNING MOVING IN A CLOCKWISE DIRECTION NORTH 21 DEGREES 22 MINUTES 32.86 SECONDS EAST A DISTANCE OF 18 FEET TO A CALCULATED POINT, THENCE RUNNING SOUTH 68 DEGREES 37 MINUTES 27.14 SECONDS EAST A DISTANCE OF 13.37 FEET TO A CALCULATED POINT, THENCE RUNNING SOUTH 21 DEGREES 22 MINUTES 33.73 SECONDS WEST A DISTANCE OF 18 FEET TO A 1/4 INCH REBAR, THENCE RUNNING NORTH 68 DEGREES 37 MINUTES 27.14 SECONDS WEST A DISTANCE OF 13.37 FEET TO THE POINT OF BEGINNING. CONTAINING 241 SQUARE FEET OR 0.006 ACRES, MORE OR LESS, AS SHOWN ON PWC DRAWING AWS-15462 ATTACHED AND LABELED "EXHIBIT D."

### **Sheet 5 Permanent Utility Easement**

COMMENCING AT AN IRON ROD FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 475313.84 EASTING: 2035447.95), THENCE FROM THE POINT OF COMMENCING NORTH 43 DEGREES 21 MINUTES 51 SECONDS EAST A DISTANCE OF 100.74 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING A 60D NAIL SET (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 475387.05 EASTING: 2035517.17). THENCE FROM THE POINT OF BEGINNING MOVING IN A CLOCKWISE DIRECTION NORTH 20 DEGREES 24 MINUTES 49.21 SECONDS EAST A DISTANCE OF 45.34 FEET TO A CALCULATED POINT, THENCE RUNNING SOUTH 71 DEGREES 57 MINUTES 55.72 SECONDS EAST A DISTANCE OF 14.65 FEET TO A HOLE IN CONCRETE, THENCE RUNNING SOUTH 22 DEGREES 54 MINUTES 43.37 SECONDS WEST A DISTANCE OF 33.38 FEET TO A CALCULATED POINT, THENCE RUNNING SOUTH 66 DEGREES 43 MINUTES 13.86 SECONDS WEST A DISTANCE OF 18.23 FEET TO THE POINT OF BEGINNING. CONTAINING 543 SQUARE FEET OR 0.01 ACRES, MORE OR LESS, AS SHOWN ON PWC DRAWING AWS-15462 ATTACHED AND LABELED "EXHIBIT E."

IN ADDITION, and for the aforestated consideration, the Grantor further hereby conveys to Grantee, its successors, licensees, and assigns, the following described areas and temporary interests in connection with the City of Fayetteville Ray Ave Drainage Project Parcel 3 No. 20200251.00.RA.

### **Sheet 4 Temporary Construction Easement**

COMMENCING AT AN IRON ROD FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING 475089.87 EASTING: 2035285.22), THENCE FROM THE POINT OF COMMENCING SOUTH 81 DEGREES 34 MINUTES 49 SECONDS EAST A DISTANCE OF 130.46 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING A 60D NAIL SET (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 475070.77 EASTING: 2035414.27). THENCE FROM THE POINT OF BEGINNING MOVING IN A CLOCKWISE DIRECTION SOUTH 68 DEGREES 37 MINUTES 27.14 SECONDS EAST A DISTANCE OF 13.37 FEET TO A 1/4 INCH REBAR, THENCE RUNNING NORTH 21 DEGREES 22 MINUTES 33.73 SECONDS EAST A DISTANCE OF 18 FEET TO A CALCULATED POINT, THENCE RUNNING NORTH 68 DEGREES 37 MINUTES 27.14 SECONDS WEST A DISTANCE OF 13.37 FEET TO A CALCULATED POINT, THENCE RUNNING NORTH 21 DEGREES 22 MINUTES 33.79 SECONDS EAST A DISTANCE OF 11.40 FEET TO A CALCULATED POINT, THENCE RUNNING SOUTH 69 DEGREES 56 MINUTES 52.57 SECONDS EAST

A DISTANCE OF 15.37 FEET TO A CALCULATED POINT, THENCE RUNNING SOUTH 22 DEGREES 11 MINUTES 9.07 SECONDS WEST A DISTANCE OF 36.30 FEET TO A CALCULATED POINT, THENCE RUNNING NORTH 69 DEGREES 36 MINUTES 41.28 SECONDS WEST A DISTANCE OF 14.85 FEET TO A CALCULATED POINT, THENCE RUNNING NORTH 21 DEGREES 22 MINUTES 32.86 SECONDS EAST A DISTANCE OF 6.80 TO THE POINT OF BEGINNING. CONTAINING 307 SQUARE FEET OR 0.007 ACRES, MORE OR LESS, AS SHOWN ON PWC DRAWING AWS-15462 ATTACHED AND LABELED "EXHIBIT D."

### **Sheet 5 Temporary Construction Easement**

COMMENCING AT AN IRON ROD FOUND (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 475313.84 EASTING: 2035447.95), THENCE FROM THE POINT OF COMMENCING NORTH 43 DEGREES 21 MINUTES 51 SECONDS EAST A DISTANCE OF 100.74 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING A 60D NAIL SET (HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING: 475387.05 EASTING: 2035517.17). THENCE FROM THE POINT OF BEGINNING MOVING IN A CLOCKWISE DIRECTION NORTH 66 DEGREES 43 MINUTES 13.86 SECONDS EAST A DISTANCE OF 18.23 FEET TO A CALCULATED POINT, RUNNING THENCE NORTH 22 DEGREES 54 MINUTES 34.37 SECONDS EAST A DISTANCE OF 33.38 FEET TO A HOLE IN CONCRETE, THENCE RUNNING SOUTH 71 DEGREES 57 MINUTES 55.72 SECONDS EAST A DISTANCE OF 6.34 FEET TO A CALCULATED POINT, THENCE RUNNING SOUTH 22 DEGREES 54 MINUTES 34.37 SECONDS WEST A DISTANCE OF 38.10 FEET TO A CALCULATED POINT, THENCE RUNNING SOUTH 66 DEGREES 43 MINUTES 19.86 SECONDS WEST A DISTANCE OF 31.81 FEET TO A CALCULATED POINT, THENCE RUNNING NORTH 20 DEGREES 24 MINUTES 49.28 SECONDS EAST A DISTANCE OF 13.83 FEET TO THE POINT OF BEGINNING. CONTAINING 608 SQUARE FEET OR 0.01 ACRES, MORE OR LESS, AS SHOWN ON PWC DRAWING AWS-15462 ATTACHED AND LABELED "EXHIBIT E."

The temporary construction easements shall expire upon completion of the aforementioned project.

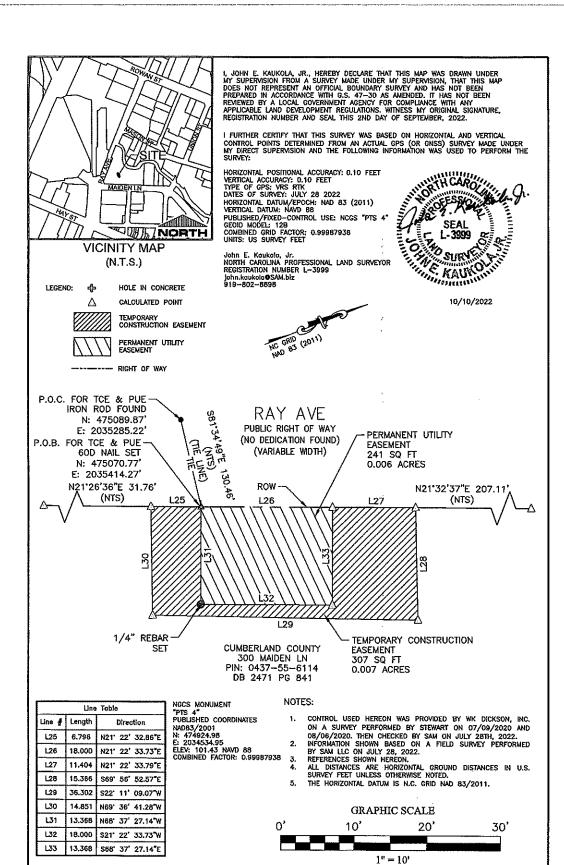
### For title reference, see the following in Cumberland County, N.C. Registry:

Deed Book 2471, Page 841; PWC Drawing No. AWS-15462; Pin No. 0437-55-6114-; "Ray Avenue Drainage Project Parcel 3"

TO HAVE, TO HOLD, AND TO ENJOY said right, easement, and privilege as above fully defined and described in, on, under, over, through and across said land, and all privileges and appurtenances thereto belonging, to Grantee and Grantee's successors, licensees, and assigns, forever. And the Grantor covenants with the Grantee that Grantor is seized of the premises in fee simple and is the lawful owner, has the right to convey the easement Grantor shall have the right to continue to use the land within said utility easement area(s) as described herein for access, ingress, egress, and parking. Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require. IN TESTIMONY WHEREOF, Grantor has signed and sealed this instrument, COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina, BY:\_\_\_\_\_(SEAL)
Glenn Adams, Chairman **Cumberland County Board of Commissioners** (SEAL) ATTEST: Andrea Tebbe, Clerk to the Board (No Markings, to include Notary Seal are to be outside of the margin lines) NORTH CAROLINA- COUNTY I, a Notary Public of \_\_\_\_\_ County and said State, do hereby certify that Andrea Tebbe personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners of Cumberland County; that Glenn Adams is the Chairman of the Cumberland County Board of Commissioners: that this Deed was signed and sealed by the Chairwoman and attested by her as Clerk to the Board of Commissioners, all by authority duly granted by the Board of Commissioners. Witness my hand and official seal this the day of , 2024. Official Signature of Notary My commission expires:

(SEAL)

Typed or Printed Name of Notary



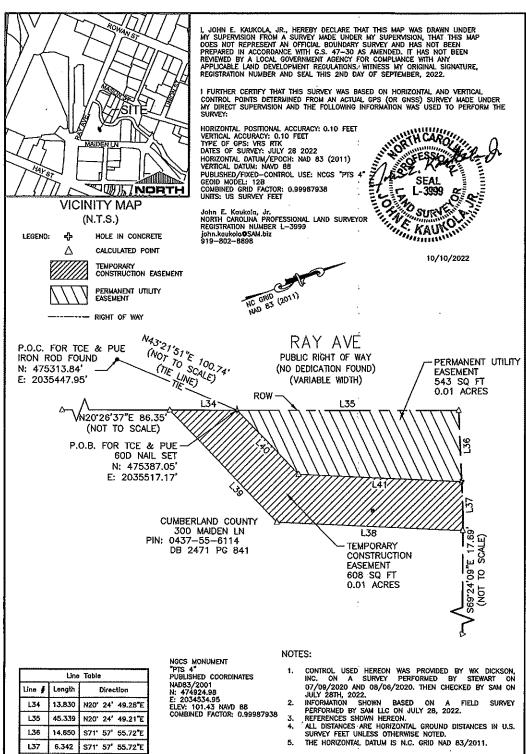
# SA//

2641-116 Sumner Blvd. Raleigh, NC 27616 Ofc: 919.878.7466 Email: info@sam.blz NCBELS FIRM#: F-1442 PROJECT# 1022071807

FAYETTEVILLE PUBLIC WORKS COMMISSION

EXHIBIT "D" — PERMANENT UTILITY EASEMENT & TEMPORARY CONSTRUCTION EASEMENT — RAY AVENUE

OWNER: CUMBERLAND COUNTY	: -	SHEET 4 OF 6
DEED BOOK: 2471	PAGE: 841	REID# 0437556114000
TOWNSHIP: CROSS CREEK	COUNTY: CUMBERLAND	STATE: NORTH CAROLINA
PROJECT MANAGER: JA	DRAWN BY: VR	APPROVE BY: JK
DATE: 10/10/2022	SCALE 1"=10"	PWC DRAWING:



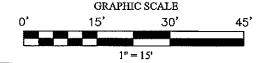
# S71' 57' 55.72"E

522° 54' 34.37 W

S66' 43' 13.86"W

S66" 43" 13.86"W

33.383 S22 54' 34.37"W



6.342

38.095

31.808

18.233

L37 L38

1.39

L40

141

2641-116 Sumner Blvd. Raleigh, NC 27616 Ofc: 919.878.7466 Email: info@sam.biz NCBELS FIRM#: F-1442 PROJECT# 1022071807



FAYETTEVILLE PUBLIC WORKS COMMISSION

EXHIBIT "E" - PERMANENT UTILITY EASEMENT & TEMPORARY CONSTRUCTION EASEMENT - RAY AVENUE

OWNER: CUMBERLAND COUNTY		SHEET 5 OF 6
DEED 800K: 2471	PAGE: 841	REID# 0437556114000
TOWNSHIP: CROSS CREEK	COUNTY: CUMBERLAND	STATE: NORTH CAROLINA
PROJECT MANAGER: JA	DRAWN BY: VR	APPROVE BY: JK
DATE: 10/10/2022	SCALE 1"=15"	PWC DRAWING
		110-1540



### OFFICE OF THE COUNTY ATTORNEY

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

**DATE:** 6/13/2024

SUBJECT: GRANTS OF UTILITY EASEMENTS TO PIEDMONT NATURAL GAS AND SOUTH RIVER ELECTRIC MEMBERSHIP CORPORATION

### **BACKGROUND**

Piedmont Natural Gas Company, Inc., ("PNG") and South River Electric Membership Corporation ("SREMC") have made separate requests for significant utility easements upon two vacant parcels in the Cumberland Industrial Center and on the Sand Hill Road Site. These are being presented together because they are adjacent to each other and the combination of the two easements has much more impact on the properties than either does alone. These two requested easements are shown on the GIS map attached as **Exhibit A**. The PNG-requested easement is shaded green and is 50' in with for an underground pipeline running from the back line of the county's vacant parcel north of Technology Drive and crossing the northernmost line of the Sand Hill Road Site, then running with the Sand Hill Road Site line to the lot PNG purchased from the county for a new regulator station earlier this year. The SREMC-requested easement is shaded orange and is 100' in width for an overhead transmission line running from the westernmost line of the county's vacant parcel in the Cumberland Industrial Center parallel to the common line of that parcel and the Sand Hill Road Site and crossing the utility easements on the easternmost line of the county parcel, then turning in a southeastern direction to end in the Sand Hill Road Site parcel. The details for each easement follow.

### PNG-requested Easement:

The easement requested by PNG runs adjacent to existing contiguous utility easements totaling 170' in width and then turning west a line adjacent to an existing sanitary sewer easement 30' in width. The new PNG easement will increase the width of these easements to 220' across the two parcels fronting on Technology Drive.

The total area of the permanent easement requested by PNG is 4.116 acres. PNG has offered total

compensation of \$147,238 as shown on the Total Compensation Agreement attached as **Exhibit B**. The breakdown of the value between the permanent and temporary construction easements and damages to trees is shown on this **Exhibit B**. PNG used a FMV of \$36,857 per acre and determined the permanent easement took 80% of the per acre value. This amount includes some area that is within the parcel purchased by PNG which will reduce the offer when the survey is updated.

### SREMC-requested Easement:

The total area of the easement requested by SREMC is 2.562 acres. The easement is shown as teal and orange lines on the site plan attached as **Exhibit C**. SREMC has not offered any compensation for this easement. Instead, it reports that the county has requested it to remove the existing power line in the easement shown in yellow on **Exhibit C** and replace it with a new 30' easement and power line shown in blue on **Exhibit C**. **Exhibit C** shows a proposed site plan on the Sand Hill Road Site parcel. Issue to Consider:

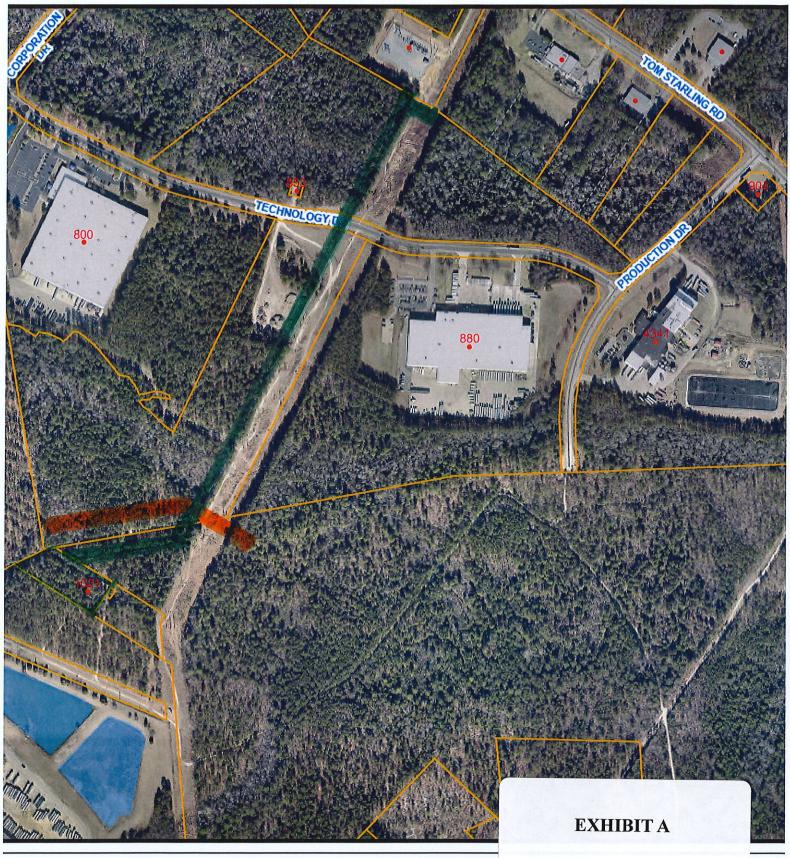
These new easements will cause the triangular portion of the Sand Hill Road Site lying west of the existing utility easements 170' in width (outlined in black on **Exhibit D** attached) to be abutted by utility easements more than 170' in width on two sides and by a utility easement 30' in width through its center. It is unlikely that it can be developed or used for any purpose. The county attorney advised the board when the property was sold to PNG that this triangle would be of greater value to the parcel fronting on Technology Drive than to the Sand Hill Road site because it was cut off by the existing utility easements. The addition of 150' of new easements now cuts it off from the parcel fronting on Technology Drive also. The board should consider whether it wants to seek compensation for the damage caused to this remainder by the impact of these new easements.

### RECOMMENDATION / PROPOSED ACTION

At its June 13, 2024, Agenda Session meeting the Board of Commissioners acted to recommend the approval of the grants of the easements to PNG and accept the approximately \$10,000 reduction in the price to be paid by PNG, and to grant the easements requested by SREMC with the consideration being SRMC's moving its existing power line on the Sand Hill Road Site to the edge of the property as shown on Exhibit C as a consent item on the agenda of the June 17, 2024, regular meeting.

### **ATTACHMENTS:**

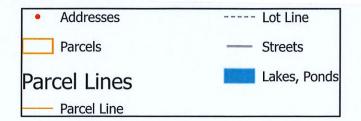
Description	Type
PNG-SouthRiver EXHIBIT A	Backup Material
PNG-SouthRiver EXHIBIT B	Backup Material
PNG-SouthRiver EXHIBIT C	Backup Material
PNG-SouthRiver EXHIBIT D	Backup Material





THE COUNTY OF CUMBERLAND AND ITS GIS DEPARTMENT DISCLAIMS ACCOUNTABILITY FOR THIS PRODUCT AND MAKES NO WARRANTY EXPRESSED OR IMPLIED CONCERNING THE ACCURACY THEREOF. RESPONSIBILITY FOR INTERPRETATION OF THIS PRODUCT LIES WITH THE USER.

0 0.05 0.1 0.2 mi





### Total Compensation Agreement for Permanent Easement(s), Temporary Easement(s), and/or Damages ("Agreement")

Project Name:			110 MAOD	Project Number: 0	235312	
Project Name: Project Tract #:	Line 5 Segment 2 Project 110 MAOP CUMB-127 000, 128 000 and 130_000			Consideration:	\$123,663	
The state of the s						
Landowner:		unty of Cumberl		% Ownership:	100.00%	
Pay to the Order of:	Со	unty of Cumberl	and	CONSOLI		
Deliver Check To:		Glenn Adams		Phone: 910-	6/8-//53	
		117 Dick St.				
	Fa	yetteville, NC 28	301			
In consideration of the right(s) of by Landowner to Piedmont, Pied	of way and/or ease dmont agrees to p	ement(s) dated _ ay Landowner th	ne following amoun	2024 (collectively, "Ease ts:	ement") granted	
PER ACRE FAIR MARKET VA	ALUE ("FMV")	\$36,857	]			
PERMANENT (G662)	Agries	%FMV				
Pipeline Easement Area	4.116	80%			\$121,363	
Perm. Access Easement Area	0.078	80%			\$2,300	
USSE Area					\$0	
Testing and Operations						
Easement Area					\$0	
PERMANENT TOTAL					\$123,663	
TEMPORARY (G563)	/Alchels	%FMY				
TCE Area	3.655	10%			\$13,471	
Temp. Access Easement Area					\$0	
Right of Entry						
Option Agreement					\$0	
TEMPORARY TOTAL					\$13,471	
Encounterance in the extension passes and in the province of the end of the second	hat beginning to the control of the		12-12-12-12-12-12-12-12-12-12-12-12-12-1			
CROP DAMAGES (G656)	Туре	Acres	Yield per Acre	Price per Yield Unit		
Crops	.,,,-				\$0	
Timber					\$0	
CROP DAMAGE TOTAL				T	\$0	
(OTTEGER DZAWAGIES (GIGGE)						
GINIGADAM ASSESSED	Charles and Administration of the Control		and the same of the same of the same of			
	Total	Damages to Tree	es-6.736 acres @ \$1	500/acre	\$10,104	
Detailed Description of						
Damages						
OTHER DAMAGES TOTAL					\$10,104	
OTHER DAIVINGES TOTAL						
	GRA	ND TOTAL			\$147,238	

Partner Software, Inc. Viewer Scale 1:2186, Page 1. Printed by wholder

EXHIBIT C





### ENGINEERING AND INFRASTRUCTURE DEPARTMENT

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND

**INFRASTRUCTURE** 

**DATE:** 6/5/2024

SUBJECT: TERMINATION OF WATER SERVICE UTILITY AGREEMENT WITH JFJ III INVESTMENTS FOR DEER MEADOWS SUBDIVISION

### **BACKGROUND**

The Board of Commissioners approved a Water Service Utility Agreement with JFJ III Investments LLC for the Deer Meadows Subdivision on February 15, 2021.

The developer has informed Public Utilities that they no longer plan to develop the subdivision and is requesting to terminate the original project request and reallocate the capacity approved for the Deer Meadows Subdivision to the future Tri-County Subdivision development off Rufus Johnson Road. That request is listed as a separate item on this agenda.

This item was presented during the June 13, 2024 Board of Commissioners Agenda Session and the Board voted to move it to the June 17, 2024 Regular Meeting as a Consent Agenda Item.

### RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of the Project Termination Request from JFJ III Investments LLC for Deer Meadows Subdivision.

### **ATTACHMENTS:**

Description

Deer Meadows Project Termination Request

Backup Material

ROY COOPER Governor ELIZABETH S. BISER Secretary RICHARD E. ROGERS, JR. Director



March 04, 2024

GRAY'S CREEK WATER AND SEWER DISTRICT ATTN: W. MARSHALL FAIRCLOTH, CHAIRMAN 130 GILLESPIE STREET, ROOM 214 FAYETTEVILLE, NC 28301

Re: Authorization to Construct Expiration Reminder

DEER MEADOW S/D Serial No: 20-00441

Water System Name: SOUTH POINT SD

Water System No: NC5026026

### Dear Applicant:

This letter is to inform you that the referenced project was issued an "Authorization to Construct" on March 08, 2021. Please note that the "Authorization to Construct" is valid for 36 months from the issue date. Our records indicate that this project has not received a Final Approval and therefore should not be in service. If the project has not been constructed, and is still scheduled for construction, then an "Authorization to Construct" extension must be requested in accordance with 15A NCAC 18C .0305(a) (see attached form). If the project has been constructed in accordance with the approved plans and specifications, then an Engineer's Certification AND an Applicant's Certification must be submitted in accordance with 15A NCAC 18C .0303(a) and .0303(c) respectively to obtain Final Approval. Plan Review forms can be found on our website at <a href="http://www.ncwater.org/">http://www.ncwater.org/</a> (click on Public Water Supply Section, Plan Review, Plan Review Forms).

Once the certifications are received and determined adequate, the Department will grant Final Approval in accordance with 15A NCAC 18C .0309(a). No construction, alteration, or expansion of a water system shall be placed into service until Final Approval has been issued by the Department in accordance with Rule .0309(a).

Please complete and return the attached form to indicate the status of this project within 30 days of the date of this letter. The form can be returned by mail, fax (919-715-4374), or attachment to an e-mail message to PWSSection.PlanReview@ncdenr.gov.

Sincerely,

Rebecca Sadosky, Ph.D., Chief Public Water Supply Section

Division of Water Resources, NCDEQ

Enclosure: ATC Extension Request or Project Termination Form

cc: HEIDI COX, Regional Engineer GEORGE M. ROSE, P.E.



### **Authorization to Construct Extension or Project Termination Request**

Serial No.:	20-00441	Water System No.:	NC5026026
Please comp	Deer Meadow S/D lete the applicable remaining portion of	Water System Name: f this form and return to the	e Public Water Supply Section.
*** *** *** *** *** *** *** *** *** **		nstruct Extension Req	
Applicant here The Engineer I (15A NCAC 18 constructed in	at the Authorization to Construct (ATC) by certifies that the Water System Manchereby certifies that the project site cond (BC) have not changed since the project waccordance with the previously approve Extension:	agement Plan for this project litions and applicable <i>Rules</i> as originally approved and d engineering reports, plan	ct remains current and accurate.  Governing Public Water Systems that the project will be s and specifications.
Applicant Na	me (Print):	Engineer Name (Print): _	
Applicant Sig	gnature:	Engineer Signature:	
	Date:	<b>Date:</b>	
Project Status	s: Indicate below:	Engineer's S	Seal:
Constr	ruction Start Date:		
Constr	ruction Completion Date:		
Projec	et In-Service Date:		
Projec	et On-Hold: Comments:		_ \
******	**************************************	**************************************	************
	This project will not be develo	oped. Please <u>terminate</u> th	ne project.
Applicant Na	me (Print): Glenn Adams, Chairma	n	
Applicant Sig	gnature:		
Date:			
Comments: _	Per the attached letter the owner and	developer of the property h	as decided not to move forward
	with the development of the subdivisi	on.	

Please mail or fax this form to:

Public Water Supply Section 1634 Mail Service Center Raleigh, North Carolina 27699-1634 Fax No.: 919-715-4374

PWS Section. Plan Review@ncdenr.gov



2547 Ravenhill Drive, Suite 100
Fayetteville, North Carolina 28303
Office: (910) 864-2626
Fax: (910) 221-4500
Website: FranklinJohnsonCommercial.com

Amy Hall Public Utilities Specialist Public Utilities Department August 16, 2023

Mrs. Hall,

I, J. Franklin Johnson, III, am the managing member of JFJ III Investments, LLC which is the owner and developer of the property for Deer Meadows subdivision (a portion of 4879 Chickenfoot Road). I have decided that I am not moving forward with the development of this subdivision. I would like to relinquish the allocation of water for these lots and use them for a future development off of Rufus Johnson Road. With the relinquished Deer Meadows allocations this would allow the new development off of Rufus Johnson Road to have a total of 15 lots with allocation of water.

Thank you,

J Franklin Johnson, III JFJ III Investments, LLC



### ENGINEERING AND INFRASTRUCTURE DEPARTMENT

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND

**INFRASTRUCTURE** 

**DATE:** 6/14/2024

SUBJECT: WATER SERVICE UTILITY AGREEMENT WITH JFJ III INVESTMENTS, LLC, TRI-COUNTY SUBDIVISION

### **BACKGROUND**

The Public Utilities Division has received a request from JFJ III Investments LLC to connect a 15-lot subdivision to the existing Southpoint water system located in the Gray's Creek Water and Sewer District. The project will consist of installation of approximately 740 feet of 8-inch water line with 15 individual 1-inch domestic water services, with all costs being paid by JFJ III Investments LLC.

The Utility Service Agreement is needed to set the guidelines between JFJ III Investments LLC and Gray's Creek Water and Sewer District, to ensure proper installation and connection to the system. Upon completion of construction of the water lines and written acceptance of the as-builts and certifications the utility mains shall be the property of Gray's Creek Water and Sewer District and will be operated and maintained as part of the existing Southpoint water system.

The Southpoint water system has sufficient capacity to serve these additional lots and maintain the capacity needed for current customers who are paying the monthly availability fee but are not connected to the system, and to cover any spikes in the daily demand on the system.

The County Attorney has reviewed the attached Utility Service Agreement.

This item was presented during the June 13, 2024 Board of Commissioners Agenda Session and the Board voted to move it to the June 17, 2024 Regular Meeting as a Consent Agenda Item.

### RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of the Water Service Utility Agreement with JFJ III Investments, LLC, for Tri-County Subdivision.

### **ATTACHMENTS:**

Description

Tri-County Subdivision Utility Agreement

Backup Material

### NORTH CAROLINA CUMBERLAND COUNTY

### AGREEMENT FOR UTILITY SERVICE(S)

Gray's Creek	AGREEMENT, made this day of, 2024 by and between the water and Sewer District (hereinafter called "DISTRICT") and JFJ III NTS, LLC (hereinafter called "APPLICANT")
	WITNESSETH
WHE (check all that	REAS, APPLICANT desires public utility services from DISTRICT as selected below t apply)
	Water and/or Sewer Utility Extension
$\boxtimes$	Water Service
	Sewer Service

NOW THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereby agree and contract as follows:

**DEFINITION OF DISTRICT'S AGENTS.** Throughout this Agreement, any reference to "Agent" or "DISTRICT'S Agent" shall mean any worker, employee, official, contractor, consultant or operator of DISTRICT'S water and sewer services or systems whether employed, hired, or contracted by DISTRICT or Cumberland County on behalf of DISTRICT.

### Article 1: Water and/or Sewer Utility Extension

As selected above, APPLICANT hereby requests installation of water and/or sanitary sewer utility services as described in Exhibit "I", Project Summary, and is subject to the following terms and conditions:

- A. APPLICANT shall perform all work necessary to accomplish the proposed utility extension including, but not limited to, design, specifications, permitting and construction. Applicant will furnish all material, perform all labor, and pay all costs to construct, by a contractor licensed to perform utilities construction in North Carolina, to DISTRICT'S rules currently in effect and approved by the DISTRICT'S governing board, all applicable local codes and ordinances, the current service provider, and State regulations and laws for those utilities. The work shall be completed in accordance with this Agreement. The DISTRICT or its Agent will review and inspect work performed by APPLICANT to assure that the work meets the purpose for which it is intended and is in compliance with all requirements and conditions contained herein. Such review and approval will not relieve APPLICANT from complying with all said conditions and requirements.
- B. Such construction shall be undertaken and completed as soon as practicable, and not later than one year from date of this agreement, unless delayed or prevented by acts of God, or other things beyond APPLICANT's control. In the event that construction is not completed one year from date of this agreement, then DISTRICT, through the Director of the Cumberland County Public Utilities Department may extend the agreement upon such terms and conditions as the Director deems necessary.
- C. Fees shall be paid by APPLICANT for services provided by DISTRICT, the service provider, or its Agent for the following:
  - (1) review and approval of plans, specifications, and necessary documents, to include final review of the required documents to assure that DISTRICT has legal title to necessary rights-of-way and easements;
  - (2) review and approval of the Bill of Sale provided by APPLICANT, and acceptance of the utility extensions by DISTRICT;

- (3) and daily inspection of the construction in progress, as needed to ensure that construction of the utility extensions are in accordance with this Agreement, the Plans and Specifications, and any other DISTRICT requirements;
- (4) conduction of pre-flush required pressure tests, any retesting which may be necessary, and sampling of the completed extension after flushing for submittal to the State, or a certified testing laboratory, for bacteriological examination;
- (5) conduction of required pressure tests, after flushing, and any retesting of sewer system improvement which may be necessary;
- (6) approval of the sewer video taping schedule, supervision of video taping and revisions/approval of the completed tape and log sheets;
- (7) final inspection of the completed extension and preparation of the inspection report, which shall set forth any deficiencies that may exist;
- (8) reinspection of any deficient work:
- (9) review of the water and/or sewer as-built construction drawings; and
- (10) reinspection at the end of the one-year warranty period.
- D. Materials and equipment shall be new and shall be as specified in this Agreement, the plans and specifications, the service providers standards, or if not specified, of a quality approved by DISTRICT. All materials and equipment furnished are warranted by APPLICANT as new and in accordance with this Agreement and the approved plans and specifications, and suitable for the intended purpose. In addition, APPLICANT, shall furnish DISTRICT copies of the supplier's warranty and shall adopt the same as the warranty of APPLICANT, and shall also be liable thereon to DISTRICT.
- E. Connection to DISTRICT's water and/or sanitary sewer system of buildings constructed after the date of this agreement on parcels of land that are subject to the Cumberland County's Subdivision Ordinance shall be governed by the requirements of Cumberland County's Subdivision Ordinance.
- F. Upon satisfactory completion of construction of said water and/or sanitary sewer mains and written acceptance of such construction by DISTRICT, said utility mains shall be the property solely of DISTRICT and DISTRICT will maintain same after the one (1) year warranty set forth below has expired. To accurately value the assets being transferred, APPLICANT shall complete and submit a preliminary Statement of Project Cost Form attached as Exhibit "II" to DISTRICT at time of submittal and a final certified form at project completion.
- G. Warranty: APPLICANT shall warrant that the water and/or sanitary sewer utilities to be owned by DISTRICT shall be free from any defects in materials and workmanship. APPLICANT also warrants that it shall be solely responsible for the repair of any damage caused by its agents or employees. Said warranties shall remain in full force and effect for a period of one (1) year from the date of final acceptance of the facilities by DISTRICT. In the event it becomes necessary to repair and/or replace any of the facilities during the initial one (1) year period, such repair and/or replacement shall be at APPLICANT's sole expense and the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by DISTRICT of those repairs and/or replacements. If DISTRICT must repair and/or replace said utilities during the warranty period due to response time requirements, DISTRICT shall bill APPLICANT for work completed and APPLICANT shall remit payment therefore within thirty (30) days of the date of the invoice.
- H. Water and/or sanitary sewer connections to structures along said utility mains from service laterals installed by APPLICANT will not be made nor will such service be activated until all work to be performed by APPLICANT has been satisfactorily completed and written acceptance of such work is given by DISTRICT. Also, if a water main is extended pursuant to this agreement, it must be tested and sterilized by APPLICANT'S contractor before activation of any water service from said water main.

- I. Water and/or sanitary sewer service will be supplied to structures now or hereafter located along said utility mains in accordance with DISTRICT's rules, regulations, and rate schedules applicable to such structures and currently in effect at the time of application for service. If all normal DISTRICT fees and charges for installation and activation of such services have been paid by applicants for said services, DISTRICT will thereafter use its best efforts to supply water to said structures at good operating pressure, but in no event shall DISTRICT be liable for failure to do so, it being understood that all such original operating fees, charges, rates, etc., are, solely at DISTRICT's discretion, subject to change by DISTRICT.
- I. Any replacements or adjustments in elevations and grades of those water and/or sanitary sewer service laterals, including water meters and boxes and sanitary sewer cleanout stacks, which were originally installed by APPLICANT'S contractor in accordance with approved plans by APPLICANT's engineer, shall be at APPLICANT's expense; and the determination of DISTRICT that such replacements or adjustments are required shall be final and binding on APPLICANT.
- J. During construction of project, APPLICANT will be responsible and pay DISTRICT as invoiced for any and all damages to DISTRICT utilities and materials except when such damages are caused by DISTRICTS forces. APPLICANT shall remit payment therefore within thirty (30) days of the date of the invoice.
- K. APPLICANT'S contractor shall be responsible for complying with any and all statutes, rules, regulations or ordinances, which may be imposed by other governmental agencies (local, state and federal), which have jurisdiction. APPLICANT shall hold harmless DISTRICT against any claims, fines or civil penalties resulting from APPLICANT'S contractor's failure to comply with said regulations.
- L. The Water and Sewer Utility Extension is further illustrated in Exhibit "III", Water and Sewer Utility Extension Map. APPLICANT shall be responsible for costs (engineering, materials, design, etc.) associated with major design changes that deviate from Exhibit "II" and the attached map as identified in Exhibit "III".

### Article 2: General Terms and Conditions

### **AUTHORITY:**

DISTRICT shall have general authority over the work to be accomplished under this Agreement, provided nothing contained in this Agreement shall be construed to require DISTRICT to direct the method or manner of performing any work by APPLICANT. Incident to this general authority, DISTRICT may engage engineers and contractors to observe construction, inspect, test, and evaluate any construction performed by APPLICANT's contractors and assist APPLICANT'S contractors with correcting or completing any construction if DISTRICT determines the construction by APPLICANT'S contractors creates a risk of harm to DISTRICT'S water or sewer system for which APPLICANT'S extension is permitted. APPLICANT shall be responsible for the costs incurred by DISTRICT for this purpose.

DISTRICT shall decide all questions pertaining to the interpretation of this Agreement and the approved plans and specifications prepared thereto, the quality or acceptability of materials furnished, and work performed under this Agreement on the part of APPLICANT. The decision of DISTRICT on such matters shall be final.

All work under this Agreement shall be performed to the satisfaction of DISTRICT, and the decision by DISTRICT as to whether the work has been performed in a satisfactory manner shall be final.

DISTRICT may stop work under this Agreement whenever, in its opinion, such stoppage is necessary to ensure proper performance of this Agreement. DISTRICT may also reject all work and materials which, in its opinion, do not conform to this Agreement.

### **DETERMINATION OF "OR EQUAL"**

DISTRICT or its Agent shall be the sole judge of the questions of "or equal" of any supplies, materials or equipment proposed by APPLICANT. APPLICANT shall pay to DISTRICT the costs of test and evaluations needed to determine the acceptability of alternates proposed by APPLICANT.

### STOPPAGE OF WORK

If APPLICANT performs any work contrary to this Agreement, laws, ordinances, rules, or regulations; or, prior to obtaining any necessary permits or other required permission, DISTRICT may order the work stopped.

### **INSPECTIONS AND TESTS**

Inspection by DISTRICT or its Agent is required for various aspects of the utility system. Such aspects include, but are not limited to: water and/or sewer main pipe laying operations, installation of sleeves, couplers and adapters on pipe, pipe bedding and backfilling, casings, concrete encasement or other special installations, repairs to water and/or sewer utilities, all water main fittings with concrete blocking, pressure testing water mains, water main purity samples after flushing, main wet taps, any cut-in's on existing water mains, hydrant installations, water service installations, vault installations and appurtenances, hole cuts on sanitary sewer pipe, manhole installations and pipe connections, manhole vacuum testing, manhole core drilling, air testing sewer main and side sewer stubs, flushing/cleaning sewer mains and CCTV inspection, grease/oil-water separators, vehicle wash and dumpster area drains, tee locations and stub markers, sewer depth at right-of-way/easement line, sewer slope, fittings and clean-outs.

Inspection of the work by DISTRICT or its Agent shall be strictly for the benefit of DISTRICT or its Agent and no other person or agency.

DISTRICT staff or its Agent, at all times, will have access to the work area for the purpose of inspecting and testing. APPLICANT shall provide facilities for safe access, inspection, and testing.

If any work is covered without the approval or consent of DISTRICT or its Agent it shall be uncovered for inspection at APPLICANT'S expense, if required by DISTRICT or its Agent.

APPLICANT'S expense upon DISTRICT'S or its Agent's request and shall maintain a record of such tests.

Before a performance test is to be observed by DISTRICT or its Agent, APPLICANT shall make such preliminary tests as are necessary to assure that the material and/or equipment are in accordance with the approved plans and specifications provided. If, for any reason, the test observed is unsatisfactory, APPLICANT shall pay all costs incurred for the inspection of further testing.

Should APPLICANT elect to work more than eight hours per weekday, all costs of inspection thus entailed may be charged to APPLICANT at the overtime billing rate.

Approval is required from DISTRICT or its Agent to work nights, weekends, and holidays. After-hours inspections may not be possible due to the lack of staff availability. APPLICANT shall submit its proposed schedule to work nights, weekends, or holidays at least five days in advance (not including weekends and holidays) for review. If APPLICANT elects to work on weekends, nights or holidays, and such work schedule is approved by DISTRICT or its Agent, all costs of inspection may be charged to the APPLICANT at the overtime billing rate.

Where this Agreement, approved plans and specifications, or laws, ordinances, rules, or regulations of any governmental authority require that any work be specially tested or inspected, APPLICANT shall give DISTRICT notice that such tests or completed work is ready for inspection. APPLICANT shall notify DISTRICT of the date, time, and location of the inspection. Required certificates of inspection shall be secured by APPLICANT.

Notice of deficiencies shall be given to APPLICANT upon completion of each inspection. APPLICANT shall correct such deficiencies within seven days of the notice and before final inspection is made by DISTRICT.

A representative of APPLICANT'S contractor shall arrange a time to accompany DISTRICT or its Agent on the final inspection and subsequent reinspection, if required. DISTRICT or its Agent will not make the final inspection until the physical work, including final clean-up and all extra work ordered by the Inspector has been completed.

Deficiencies discovered during the final inspection shall be corrected within seven days of notice thereof and, in no instance, shall service be provided until the deficiencies are corrected and the utility extensions pass reinspection.

### **AVAILABILITY OF PROJECT DOCUMENTS**

APPLICANT shall keep at least one copy of the following project documents constantly available at the construction site: (1) approved construction plans and shop drawings, and (2) construction specifications.

### MATERIALS AND EQUIPMENT LIST

APPLICANT shall file three copies of a materials and equipment list with DISTRICT prior to commencing construction. This list shall designate the quantity, manufacturer and model number of materials and equipment to be installed under this Agreement.

The materials and equipment list will be checked by DISTRICT or its Agent for conformity with this Agreement and the approved plans and specifications provided. DISTRICT will determine the conformity of the list with reasonable promptness. APPLICANT shall make any required corrections and file two correct copies with DISTRICT within one week after receipt of the required corrections. DISTRICT'S review of the list shall not relive APPLICANT from the responsibility of providing materials and equipment suitable for their intended purpose nor for deviations from this Agreement or the plans and specifications without written approval from DISTRICT.

### WATER METERS

It shall be the responsibility of APPLICANT to make application and pay any necessary fees to DISTRICT for the installation of water meters. APPLICANT shall not purchase and install water meters from a private supplier.

Single family meter applications shall not be submitted until after acceptance of the utility extensions.

### **SEWER TAPS**

It shall be the responsibility of APPLICANT to make application and pay any necessary fees to DISTRICT for the connection of sewer taps to the mains. Elder valve installations may be required in addition to sewer taps.

Single family sewer connections shall not be submitted until after acceptance of the utility extensions.

### **SAFETY:**

Safety in, on, or about the construction site is the sole and exclusive responsibility of APPLICANT. APPLICANT's means and method of work performance, superintendent of APPLICANT's employees and sequencing of construction are also sole and exclusive responsibilities of APPLICANT.

APPLICANT shall be responsible for the safety of any person, including but not limited to, any worker, DISTRICT's Agent, Owner and/or Owner's representative, visitor or invitee on the site of the work at all times during the prosecution of the work, regardless of whether the individual is an employee of APPLICANT or APPLICANT's Contractor or Sub-Contractor. APPLICANT is responsible for compliance with the rules, regulations and interpretations of the North Carolina Department of Labor relating to "North Carolina Occupational Safety and Health Standards (OSHA) for the Construction Industry" (Title 29 CFR Part 1926 and 29 CFR Part 1919 as adopted by 13 NCAC 7C.0101) and revisions as adopted by N.C.G.S. § 95-126 through 155 and additionally with normal industry safety practices or standards.

DISTRICT shall have the right to inspect the work for pay application compliance and compliance with DISTRICT'S standards and specifications but is not required to do so. DISTRICT shall further have the right to monitor the progress of the work, but no such inspection shall relieve APPLICANT of any duty or obligation it might have under the terms of this Agreement. Nothing in this Agreement shall relieve APPLICANT of any duty or obligation to direct the means and methods of the work.

### **INDEMNIFICATION:**

APPLICANT shall indemnify and hold DISTRICT and DISTRICT'S Agents harmless from and against all liabilities, claims, demands, suits, losses, damages, costs, and expenses (including attorney's fees) for bodily injury to or death of any person, or damage to or destruction of any property proximately caused by the negligence of APPLICANT or any person for whom APPLICANT is legally responsible during the performance of services relative to this Agreement.

### **INDEPENDENT CONTRACTOR:**

APPLICANT is an independent contractor and shall undertake performance of the services relative to this Agreement as an independent contractor. APPLICANT shall be wholly responsible for the methods, means, and techniques of performance. DISTRICT shall have no rights to supervise methods and techniques of performance employed by APPLICANT, but DISTRICT shall have the right to observe such performance.

#### **COMPLIANCE WITH LAWS:**

In performing services relative to this Agreement, APPLICANT shall comply with all applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. APPLICANT shall be responsible for procuring all permits, certificates, and licenses necessary to allow APPLICANT to undertake activities and construction relative to this Agreement.

### FINAL SEQUENCE FOR ACCEPTANCE OF PROJECTS

In order for DISTRICT to accept the utility extension as part of DISTRICT'S assets, APPLICANT must complete the following:

- APPLICANT'S Contractor completes all utility work and makes an appointment for final inspection.
- (2) DISTRICT'S Inspector inspects, re-inspects "punch list" items, and signs off as "complete", provided there are no deficiencies.
- (3) All applicable requirements of this Agreement have been satisfied, including but not limited to, the Operation and Maintenance Manual approved and recordable, outstanding fees paid, easements verified & recordable, Bills of Sale for transfer of facilities to be owned by DISTRICT, Maintenance Bonds, if greater than original Performance Bonds, Certification of Construction Cost, and final as-builts hard copies, CAD and shapefiles received.

### **NOTICE:**

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

APPLICANT: Name: JFJ III Investments, LLC

Attention: J. Franklin Johnson, III, Managing Member

Address: 2547 Ravenhill Drive, Suite 100 City, State, Zip: Fayetteville, NC 28303

DISTRICT: Name: County of Cumberland

Attention: Gray's Creek Water and Sewer District

Address: P.O. Box 1829

City, State, Zip: Fayetteville, NC 28302

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of APPLICANT and DISTRICT.

### **GOVERNING LAW:**

This Agreement shall be governed by the laws of the State of North Carolina.

#### **BREACH:**

APPLICANT'S failure to observe or perform any of the terms, warranties, conditions, requirements, or provisions of this Agreement shall constitute a breach of this Agreement by APPLICANT. In the event of a breach of this Agreement by APPLICANT, DISTRICT, due to such breach, shall have the right to terminate this Agreement upon which DISTRICT shall have no further obligation to perform under this Agreement and APPLICANT shall have no right to perform any further work under this Agreement.

In the event of breach of this Agreement by APPLICANT and termination of this Agreement by DISTRICT, APPLICANT hereby shall reimburse DISTRICT for all expenditures made in relation to, and in furtherance of, this Agreement.

### **NONWAIVER OF BREACH:**

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and, for any such breach or non-performance, each party shall be relegated to such remedies as provided by law.

### **SEVERABILITY:**

The invalidity, illegality, or unenforceability of any portion or provision of this Agreement shall in no way affect the validity, legality, and/or enforceability of any other portion or provision of this Agreement. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of law with jurisdiction, then such provision shall be modified to the mutual satisfaction and agreement of the parties to reflect the parties' intent. In the event the parties cannot reach an agreement as to a modification of said provision, any invalid, illegal, or unenforceable provision of this Agreement shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced the same as if the Agreement had not contained any portion or provision which was invalid, illegal, or unenforceable.

### **ASSIGNMENT:**

APPLICANT shall not assign, sublet, subcontract or transfer any rights under or interest in this Agreement without the written consent of DISTRICT.

### **BENEFITS LIMITED TO PARTIES:**

Nothing herein shall be construed to give any right or benefits hereunder to any third parties other than DISTRICT and APPLICANT.

### **SPECIAL CONDITIONS:**

As a specific condition of approving the connection of the project to DISTRICT'S water system serving the South Point Subdivision, APPLICANT must include the following notice on the face of the recorded plat of Rufus Johnson Road Subdivision as approved by the Cumberland County Planning Director and as used for the conveyance of the lots shown on the plat:

### NOTICE OF POTENTIAL CONTAMINATION

The public water serving the lots shown on this plat is groundwater obtained from a well or wells that may be or may become contaminated with PFAS, GENX, and other chemicals that the North Carolina Department of Environmental Quality has found present in the groundwater in a large area surrounding the Chemours chemical manufacturing facility located at the common border of Cumberland and Bladen Counties. Gray's Creek Water and Sewer District does not control the treatment of this public water and cannot remediate any contamination.

**Cumberland County Planning Director** 

This notice must be displayed on the plat in a manner that is readily visible upon inspection and signed by the Cumberland County Planning Director. No connection shall be made to the DISTRICT'S water system for any lot shown on this plat unless this notice is shown on the plat and approved by the Planning Director.

IN WITNESS WHEREOF, the parties hereto through their duly authorized officers has executed this instrument as to the date and year first above written.

JFJ III Investments, LLC

	BY: J. Franklin Johnson, III, Managing Member
WITNESS:	
<u>Lailynn a. Robinson,</u> Name, Title	Notary Public
	Gray's Creek Water & Sewer District
	BY:
WITNESS:	
Andrea Tebbe, Clerk to the Board	
Approved for Legal Sufficiency Gray's Creek Water & Sewer District	
Rickey L. Moorefield, County Attorney Attorney for Gray's Creek Water and Sewer	District

### EXHIBIT "I"

### PROJECT SUMMARY

Project Name:	Tri-County Subdivision	Engineer:	Smith Site Consultants, PLLC.
Project Location:	Rufus Johnson Rd & Chickenfoot Rd	Developer:	JFJ III Investments, LLC.
Parcel Number:	0339264946, 0339167264, 0339178174	٠.	. •
Assot Summary	C unter main 06 1 of 9° D IDID unter	ensie 13 S of 6" D IDID unites onsie (Gre bu	dan sub) 7144'of 1" SDD-11
-		main, 13.5 of 6" RJDIP water main (fire hy lve, two (2) 2" ball valves, three (3) 2" blov	
water meters	n (4) 8 gate valves, one (1) 6 gate va	14c, two (2) 2 buil valves, titlee (3) 2 bio	won assembles & threeh (13) 314
Project Highlights			
	Tocation goes here.		
Project description	location goes here.	proposed single family lots within this new	Tri-County Subdivision. The new
Project description	Tocation goes here. Industry the desired of the des	proposed single family lots within this new subdivision that was built just northeast of	

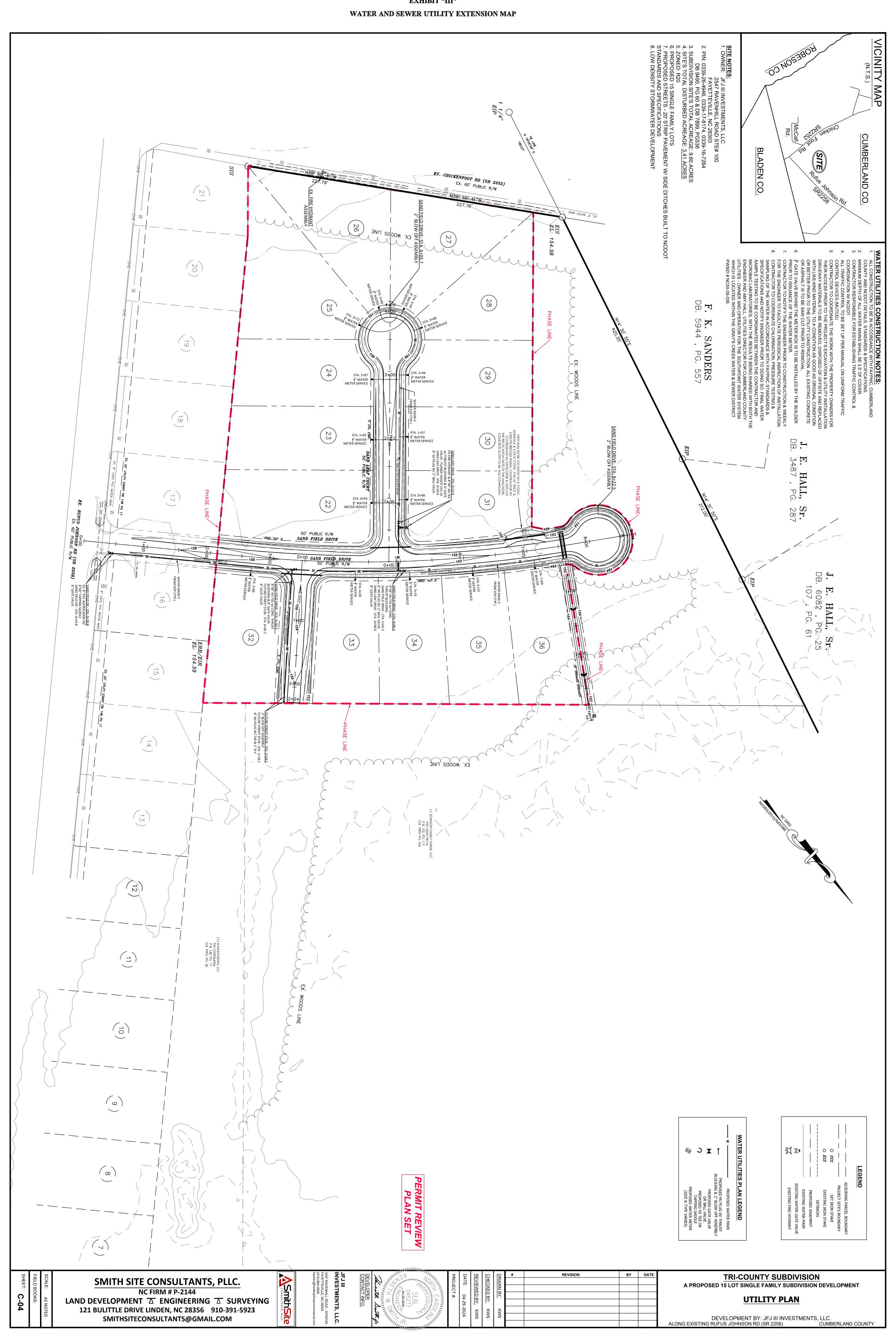
### EXHIBIT "II"

### STATEMENT OF TOTAL PROJECT COST

Developer/Applicant	JFJ III Investments, LLC F	ranklin Johnson Co	ontractor	Hoke County Sand
Project Name/Loc	Tri-County Subdivision NE of Intersection of Rufus Joh	inson Rd & Chickenfoot Rd Pipe	Supplier	Ferguson
Completion Date	Fall 2024	- -	Engineer	Kenneth Smith Jr, PE PLS Smith Site Consultants, PLLC NC Firm P-214
	WATER			
	644.6' feet of 8" PVC	inch water main		
	96.1' feet of 8" DIP			
	714.4' feet of 2" PVC	inch water main		
	~370' - 1" PE	inch domestic water lateral(s)		
		Total water distribution*		\$150,000.00
	Mains greater than 12"			
	feet of	inch water main		
	feet of	inch water main		
		Total water transmission *		s
	SEWER			
	feet of	inch sewer mains		
	feet of	inch sewer mains		
		inch sewer laterals		
		Total sanitary sewer collection*		s
	Mains greater than 12"			
	feet of	inch sewer main		
	feet of	inch sewer main		
•		Total sanitary sewer outfails & Intercep	tors*	s
	feet of	inch sewer force mains		s
		lift station (s)		s
	OFF-Site			
	feet of	inch water mains*		s
	fect of	inch sewer mains*		<u> </u>
		inch sewer mains		<u> </u>
	*Value to include equipment, laborate	r & materials (valves, fittings, fire mains & hyd	Irants, man	holes, etc.)
		Other Project Costs:		
		Engineering		\$20,000.00
		Percentage of Project Cost		
		Other (list detail)		
		Total project cost		\$ <u>\$170,000.00</u>
Comments:				
		<del></del>		
	i certify to my actual knowledge project named above.	that the information provided herein is true	and accu	rate cost for the
	-			. <u></u>
	Signature*			Date
	* Signature of Legal Authorized Repre	sentative of the "Applicant" as identified in the Agre	eement with	District

Attach all supporting documents such as final contractor's invoice, material invoices/receipts, engineer's invoice(s), if available.

**EXHIBIT "III"** 



### North Carolina Department of Environmental Quality **Division of Water Resources Public Water Supply Section**

## **Application for Approval** of Engineering Plans and Specifications For Water Supply Systems

	Applicant		Design Engineer
	Gray's Creek Water & Sewer Distric	t	Kenneth W. Smith Jr., PE PLS
	(Name of Board, Council or Owner –	the Applicant)	(Name of <b>Design Engineer</b> of Record)
	Glenn Adams - Chairman		Smith Site Consultants, PLLC. NC Firm ID # P-2144
	(Name and Title of <b>Authorized Official</b> or <b>I</b> Applicant)	Representative of the	(Name of Engineering Firm)
	P.O. Box 1829		121 Bulittle Drive
	(Mailing Address)		(Mailing Address)
	Fayetteville, NC 28302		Linden, NC 28356
	(City, State & ZIP)		(City, State & ZIP)
	910-678-7682 (OFFICE) -OR- 910-6	51-3190 (CELL)	910-391-5923
	(Phone Number)		(Phone Number)
	910-678-7635		N/A
	(FAX Number)		(FAX Number)
	ahall@cumberlandcounty	nc.gov	smithsiteconsultants@gmail.com
	(Email address)		(Email address)
	(Signature of Authorized Official or Rep Applicant)	resentative of the	
Proje	cct Name:  Tri-County Subdivision		e Water Supply Section records and tracking system)
-			
1	his project shall consist of the grading		in installation to support 15 single family residential lots
		(description of	
Γ	This project is located just northeast of		ckenfoot Road and Rufus Johnson Road (SR2252 & SR225
		(general location	of project)
in	Cumberland	Count	ry.
			•
Date	(6, DEO, 1)		Serial No.
	(for DEQ use only)		(for DEQ use only)

### Application for Approval of Engineering Plans and Specifications for Water Supply Systems

To: Division of Water Resources,
Department of Environmental Quality

The **Applicant** applies under and in full accord with the provision of NCGS 130A-317, and such other statutes and rules as relate to public water systems. The **Authorized Official** or **Representative** of the **Applicant** represents that he is authorized to act for the **Applicant**. The **Authorized Official** or **Representative** of the **Applicant** understands and agrees to the following:

- The Applicant shall not award contracts or begin construction without first receiving "Authorization to Construct" from DEQ.
- 2. The **Applicant** shall make no change or deviation from the engineering plans and specifications approved by DEQ except as allowed by 15A NCAC 18C .0306 or with the written consent and approval of DEQ.
- 3. The **Applicant** shall obtain Final Approval in accordance with 15A NCAC 18C .0306 prior to placing the project (or any portion thereof) into service.
- 4. Digital (PDF) submittals are true image copy of the original sealed/signed documents.

	An authorized representative of the Public W sign the following WSMP section.	fater System (not always the same as the	e Applicant) is to complete and
Sta	ntus of Water System Management Plan (WS	MP)	
Ch	eck one of the following, and if applicable, prov	vide the required information:	
	The WSMP for the project, as defined in the attached engineering plans and specifications, has not been submitted.		
	Three copies of the WSMP for the project, as defined in the attached engineering plans and specifications, are submitted with this application.		
X	The WSMP that includes this project, as defined in the attached engineering plans and specifications, was previously submitted.		
Pro	ovide the following:		
	Public Water System Name:	South Point Sd	
	Owner Name:	Gray's Creek Water & Sewer	
	Water System No.:	NC 50-26-026	
	Serial Number of Deemed Complete WSMP:	13-00289	<u> </u>
	By my signature below, I certify that the previous NCAC 18C .0307(c) for the project defined in		
	Glenn Adams		
_	(Type or print name of authorized represe	ntative of Public Water System)	
	Chairman		
_	(Title of authorized representative	of Public Water System)	
-	(Signature of outhorized convecentation	va of Dublio Water System)	(Data)

In accordance with NCGS 130A	328, the Public Wate	er Supply Section	charges a fee for j	plan review.	Any
documents submitted for review	ew must be accompa	nied by a check p	payable to <i>DEQ-I</i>	Public Water	Supply
Section before the review will	begin.				

Section	before the review	wiii begiii.		
		There is a \$25 fee for ret	urned checks.	
The cha	rges for review of	plans are shown below. Check one of	f the following.	
	Distribution Syst	tem fees		
	X Construc	ction of water lines, less than 5000 lin	ear feet	\$300
	Construc	ction of water lines, 5000 linear feet o	r more	\$400
	Other co	onstruction or alteration to a distribution	on system	\$150
	<b>Ground Water S</b>	System fees		
		ction of a new ground water system or	adding a new well	\$400
		on to an existing ground water system		\$200
	Surface water sy	stem fees		
		ction of a new surface water intake or	treatment facility	\$500
		on to existing surface water intake or t		\$300
	Other fees			
	Water Sv	ystem Management Plan review		\$150
		neous changes or maintenance not co	vered above	\$100
Notes:				
1.	Projects for Tank	Reconditioning use separate "Applications of the Recondition of	ation for Water Tank Reconditi	oning Plan
		Reconditioning is considered a misce		
2.		undable if the plans are not approved.		•
3.	Revisions to plans	s to address the Public Water Supply	Section's or other state agency'	s comments do not
	incur an additiona	al fee.		
4.		s has multiple related items (such as a		
		itted for highest price item. The amo	unts are not cumulative, except	for fees for Water
	System Managem			
5.		te plan review fee is not received wi		
	•	nd reports for approval, then <u>all</u> pla	•	A new set of
	documents must	then be submitted with the approp	riate iee ior approvai.	
	1.1		1 1 2 2 1 1	1 11
		dress all applicable laws, rules, standa	rds and criteria, and other appro	ovals and licenses
ınat ma	y be required by the	e local, state or federal government.		

The Public Water Supply Section has stamped and sealed the official copies of plans and specifications accompanying this application with the serial number of this application . Any erasures, additions or alterations of the proposed improvements except those permitted in 15A NCAC 18C .0306 make this approval null and void.

This approval does not constitute a warranty of the design, construction or future operation of the water system.

Rebecca Sadosky, Ph.D., Chief Public Water Supply Section Division of Water Resources, NCDEQ

## Application for Approval of Engineering Plans and Specifications for Water Supply Systems

Other In	formation and Checklist Page		
	Attached is a check for the proper pla note 4 on page 3.	n review fee amount, in accordance with NCGS 130A-328. See	
This-subn folders:	nittal includes one paper original with to	wo digital (PDF) CDs of the following items, each item in separate	
X	This completed "Application for Application Systems"	roval of Engineering Plans and Specifications for Water Supply	
X	The sealed plan drawings, separate fil drawings index;	e in PDF format for each drawing. Cover sheet must include	
X		ort (ER) describing the scope and purpose of the project and 15A NCAC 18C .0307(b), including the design basis of the project.	
	Specifications for this project; <b>OR</b>		
X	The project will use the following sys extensions:	tem's previously approved standard specifications for waterline	
	Name of System: S	outh Point Sd	
	Serial Number:	3-00289	
The Seria	l Numbers for previously approved star	dard specifications can be found at the following website:	
		rces/water-planning/plans-specifications/water-systems-	
	-standard-specifications	rees, water planning, plans specifications, water systems	
	e following:		
	Attached is a letter signed by an authorithe project and stating that the system	orized representative of the Public Water System agreeing to serve has adequate supply;	
OR			
X	The <b>Applicant</b> is the Public Water Sy	rstem.	
	project has sought funding (for exampleding number below:  Program Name	le, DWSRF loan) list the program and (if available) the application  Application or Funding Number, if available	
Yes	No Project will be completed with dollars (\$10,000,000) in accord	significant expenditure of state moneys, greater than ten million lance with G.S. 113A-9 (7a).	
	Project will cause substantial, prof public lands in accordance w	permanent land-disturbing activity of an area greater than 10 acres with G.S. 113A-9 (11).	
П	Project will be at least partially	funded through the American Rescue Plan Act (ARPA).	



#### PLANNING AND INSPECTIONS DEPARTMENT

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HANK GRAHAM, FAMPO EXECUTIVE DIRECTOR

DATE: 5/28/2024

SUBJECT: UPDATED FAYETTEVILLE AREA METROPOLITAN PLANNING

ORGANIZATION (FAMPO) MEMORANDUM OF UNDERSTANDING

AND BOUNDARY MAP

#### **BACKGROUND**

As a result of the decennial 2020 US Census, all Metropolitan Planning Organizations (MPO's) are required by the Code of Federal Regulations to update their respective organizational boundary map to account for both recorded and anticipated 20-year regional growth in population. As part of this boundary assessment and expansion, a new Memorandum of Understanding (MOU) must be adopted between all participating agencies that will be affected by the expansion.

FAMPO has completed its assessment of the proposed boundary expansion in conformance with Federal requirements to include all of Cumberland and Hoke Counties, a majority of Harnett County, and portions of Robeson and Moore Counties.

On May 8, 2024, the FAMPO Technical Coordinating Committee (TCC) voted to recommend expansion of FAMPO's Urban Area Boundary as presented and recommended by FAMPO leadership.

On May 9, 2024, FAMPO's Technical Advisory Committee (TAC) voted to accept the TCC recommendation for the boundary expansion and to update the existing MOU to cover the southern half of Harnett County, add the Town of Erwin, and include a portion of Moore County to the already existing FAMPO boundary. The proposed, updated MOU also includes minor updates to outdated naming conventions and clarifies appointments of technical staff.

#### RECOMMENDATION / PROPOSED ACTION

At their May 13, 2024, Agenda Session, the Board of Commissioners recommended approval of this item and

that it be placed on the Consent Agenda of the May 17, 2024, Regular Meeting.

# **ATTACHMENTS:**

Description	Type
May 2024 FAMPO MOU Clean Version	Backup Material
May 2024 FAMPO MOU Strike-Through Version	Backup Material
2024 Updated FAMPO Boundary Map	Backup Material

Memorandum of Understanding



Fayetteville Area Metropolitan Planning Organization (FAMPO)

May 9, 2024

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### MEMORANDUM OF UNDERSTANDING FOR COOPERATIVE, COMPREHENSIVE, AND CONTINUING TRANSPORTATION PLANNING

#### **AMONG**

THE CITY OF FAYETTEVILLE, THE TOWN OF EASTOVER, THE TOWN OF HOPE MILLS, THE TOWN OF PARKTON, THE CITY OF RAEFORD, THE TOWN OF SPRING LAKE, THE TOWN OF ERWIN, THE FORT BRAGG LIBERTY MILITARY RESERVATION, THE COUNTY OF CUMBERLAND, THE COUNTY OF HARNETT, THE COUNTY OF HOKE, THE COUNTY OF MOORE, THE COUNTY OF ROBESON, AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION

#### WITNESSETH:

WHEREAS, certain of the parties hereto have previously entered into a Memorandum of Understanding for cooperative, comprehensive, and continuing transportation planning through the Fayetteville Area Metropolitan Planning Organization (FAMPO), which agreement was last amended in December 2014 and amended in May 2021 to add membership for the Fort Liberty Military Reservation; and

WHEREAS, the parties desire to continue that transportation planning through the FAMPO and amend and expand the agreement to include additional parties and clarify their respective roles and responsibilities; and

WHEREAS, each Metropolitan Planning Organization (MPO) is required to develop a Metropolitan Transportation Plan in cooperation with NCDOT and in accordance with 23 U.S.C. §134, any amendments thereto, and any implementing regulations; and a Comprehensive Transportation Plan in accordance with North Carolina General Statute §136-66.2; and

WHEREAS, the Metropolitan Transportation Plan serves as the basis for future transportation improvements within the Metropolitan Planning Area; and

WHEREAS, the parties intend that this Memorandum of Understanding shall supersede all prior memoranda of understanding among any of them pertaining to the FAMPO.

NOW THEREFORE, in consideration of the mutual benefits afforded to each party, the parties agree as follows:

#### Section 1. Boundary of the Metropolitan Planning Area

The Fayetteville Urban Metropolitan Planning Area consists of the Fayetteville Urban Area as defined by the United States Department of Commerce, Bureau of the Census, plus that area beyond the existing urbanized area boundary that is expected to become urbanized within a twenty-year planning period. This area is hereinafter referred to as the Metropolitan Planning Area. Per federal regulation, a Metropolitan Planning Organization, in cooperation with the NCDOT and public transit operators, is required to review the Metropolitan Planning Area

(MPA) after each Census to determine if the existing MPA boundary meets the minimum statutory requirements for new and updated urbanized areas and shall adjust the boundary as necessary. This MOU recognizes the FAMPO's adherence to this regulation and has fulfilled its requirements by completing a formal Boundary Assessment which has involved collaboration and engagement with all agencies within the NCDOT 2050 Travel Demand Model Boundary. Upon adoption of this MOU and its establishment of the FAMPO Boundary, there shall be no additional member agencies of the FAMPO Planning Boundary until the next review of the FAMPO Boundary.

## Section 2. Planning Responsibility within the Metropolitan Planning Area

Cooperative, continuing and comprehensive transportation planning shall be undertaken in the Metropolitan Planning Area by the FAMPO in accordance with all applicable federal and state statutes. The FAMPO shall coordinate any transportation planning it undertakes which may have a regional impact with the Capital Area Metropolitan Planning Organization, Sandhills Metropolitan Planning Organization, Central Pines Rural Planning Organization, Mid-Carolina Rural Planning Organization and the Lumber River Rural Planning Organization.

#### **Section 3. Establishment of the FAMPO**

The FAMPO shall be governed by a Technical Advisory Committee (TAC) a.k.a. board of directors which shall be the policy making board for the MPO and shall be constituted as follows:

The voting members of the board of directors of the FAMPO shall consist of the Chief Elected Official, or a single representative appointed by the Chief Elected Official, from the governing boards of each of the General Purpose Local Governments which are parties to this agreement; an additional representative from the City Council of Fayetteville, appointed by the Chief Elected Official, to represent the Transit Operator for the City of Fayetteville; a representative from the Fort Liberty Military Reservation; a representative from Division Six of the North Carolina Department of Transportation; and a representative from Division Eight of the North Carolina Department of Transportation. In addition, the board of directors of the FAMPO shall include a non-voting representative from the Federal Highway Administration-North Carolina Division, and a non-voting representative from the Federal Transit Administration-Region IV. The members representing the Fort Liberty Military Reservation and the state and federal agencies shall be selected as determined by the agencies they are representing.

## Section 4. Conduct of Business by the Technical Advisory Committee (TAC)

The FAMPO board of directors will meet as often as it deems appropriate and advisable. The board of directors will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by-laws. All meetings of the board of directors shall be subject to the Open Meetings Law.

## Section 5. Role and Responsibilities of the FAMPO

The FAMPO board of directors will be responsible for carrying out the provisions of 23 U.S.C. §134 (Federal Highway Administration); and 49 U.S.C. §§5303, 5304, 5305, 5306 and 5307(Federal Transit Administration); including the following duties and responsibilities:

5.1. Review and approval of the annual transportation Unified Planning Work Program and

any subsequent amendments;

- 5.2. Review and approval of the Transportation Improvement Program for multimodal capital and operating expenditures to insure coordination between local and State capital and operating improvement programs and any subsequent amendments;
- 5,3, Review and approval of the Metropolitan Transportation Plan, and subsequent changes thereto, and the Comprehensive Transportation Plan as required by the N.C.G.S. §136-66.2(d). Revisions in the transportation plans must be jointly approved by the FAMPO board of directors and the North Carolina Department of Transportation;
- 5.4. Endorsement, review and approval of changes to the Federal Highway Administration Functional Classification System, the Adjusted Urbanized Area Boundary and the Metropolitan Planning Area Boundary;
- 5.5. Endorsement, review and approval of a Prospectus for Transportation Planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;
- 5.6. Establishment of goals and objectives for the transportation planning process reflective of and responsive to such comprehensive plans for growth and development in the Metropolitan Planning Area as are adopted by Boards of General Purpose Local Government.
- 5.7. Approval and distribution of federal funds designated for the Metropolitan Planning Area under the provisions of MAP-21 and any other subsequent transportation funding authorizations.

#### Section 6. Establishment of the Transportation Coordinating Committee (the TCC)

- 6.1. The parties acknowledge that transportation planning is a specialized field. In order to give the FAMPO, through its duly constituted Transportation Advisory Committee (the TAC), access to the technical expertise necessary to meet the requirements of federal and state law, a Technical Coordinating Committee (the TCC) shall be established with the responsibility for advising the FAMPO on the technical aspects of the transportation planning process, performing such technical analysis as necessary to support transportation planning and making recommendations to the FAMPO and local and State governmental agencies for any necessary actions relating to the continuing transportation planning process.
- 6.2. Membership of the TCC shall include technical representation from all local and State governmental agencies directly related to and concerned with the transportation planning process for the Metropolitan Planning Area and shall consist of the following:

#### Voting members, serving ex-officio:

- 1. City Manager, City of Raeford
- 2. County Manager, County of Cumberland
- 3. County Manager, County of Hoke
- 4. County Manager or Director Planning and Inspections, County of Moore
- 5. County Manager, County of Robeson
- 6. Town Manager, Town of Eastover Town
- 7. Manager, Town of Hope Mills Town

- 8. Manager, Town of Spring Lake
- 9. Town Manager, Town of Erwin
- 10. Director, Cumberland County Planning and Inspections Department
- 11. Director, Fayetteville Area System of Transit (FAST)
- 12. Director, Fayetteville -Cumberland County Parks and Recreation Department
- 13. Director, City of Fayetteville, Public Services
- 14. Director, Cumberland County Engineering and Infrastructure Department
- 15. Director, Fayetteville Regional Airport
- 16. Director, City of Fayetteville, Development Services
- 17. City Traffic Engineer, City of Fayetteville
- 18. Director, Central Pines Rural Planning Organization
- 19. Director, Mid Carolina Rural Planning Organization
- 20. Planner, Lumber River Rural Planning Organization
- 21. Manager, Harnett County Planning Services
- 22. Supervisor, Cumberland County Schools Planning Department
- 23. Supervisor, Hoke County Schools Planning Department
- 24. Supervisor, Harnett County Schools Planning Department
- 25. Executive Director, Mid-Carolina Council of Governments
- 26. Executive Director, Sustainable Sandhills
- 27. Assoc. Vice-Chancellor for Facilities Management at Fayetteville State University
- 28. Facilities Director, Methodist University
- 29. Facilities Director, Fayetteville Technical Community College
- 30. Directorate of Facilities, Fort Liberty Military Reservation
- 31. Division Engineer, Division Six, Division of Highways, NCDOT
- 32. Division Engineer, Division Eight, Division of Highways, NCDOT
- 33. Fayetteville Metropolitan Area Coordinator, Transportation Planning Branch, NCDOT

### At Large Voting Members, selected by the agency they represent:

- 1. President/C.E.O. of the Fayetteville -Cumberland County Chamber of Commerce
- 2. Director of Cumberland County Transportation Program

#### Non-voting members, serving ex officio:

- 1. Regional Planner, IMD NCDOT
- 2. Transportation Planner, FHWA, NC Division
- 3. Region IV, Federal Transit Administration Representative
- 4. Transportation Planning Branch, NCDOT
- 5. Planning Engineer, NCDOT Division 6
- 6. Planning Engineer, NCDOT Division 8

#### Section 7. Conduct of Business by the TCC

The TCC will meet as often as it deems appropriate and advisable. The TCC will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by-laws. All meetings of the TCC shall be subject to the Open Meetings Law.

#### Section 8. Role and Responsibilities of the TCC

The TCC shall be responsible for development, review, and recommendation for approval of the Prospectus, Transportation Improvement Program, Federal-Aid Urban System and Boundary, revisions to the Transportation Plan, planning citizen participation, and documentation reports on the transportation study.

#### Section 9. Establishment of the Citizens Advisory Committee (the CAC)

There shall also be a Citizens Advisory Committee (the CAC) established consisting of no less than 11 and not more than 17 interested citizens who reside within the Metropolitan Planning Area, The members of the CAC shall be appointed by the FAMPO board of directors and shall be selected to represent areas of interest and interest groups, including traditionally underrepresented members of the community, to address such interests as bicycle paths, pedestrian greenways, environmental concerns, road safety, traffic congestion, freight, rail and transit and with representatives including advocates for the disabled, seniors and minorities.

#### **Section 10. Conduct of Business by the CAC**

The CAC will meet as often as it deems appropriate and advisable to make recommendations to the TAC and the TCC. The CAC will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by- laws. All meetings of the CAC shall be subject to the Open Meetings Law.

#### **Section 11. The Executive Director**

Administrative coordination for the FAMPO (TAC), the TCC and the CAC will be performed by an Executive Director. The Executive Director shall be selected by a panel consisting of the Development Services Director and the Public Services Director for the City of Fayetteville, the Director of Planning and Inspections for Cumberland County, and the managers or the designees of the managers of the towns of Hope Mills and Spring Lake. The Executive Director shall become an employee of Cumberland County, subject to the provisions of Cumberland County's personnel rules and policies, assigned to the Cumberland County Planning and Inspections Department and report to the county's Director of Planning and Inspections. The Executive Director shall select such other staff as may be budgeted in accordance with the selection and recruitment rules and policies of Cumberland County. All staff selected by the Executive Director shall become employees of Cumberland County assigned to the Cumberland County Planning and Inspections Department and subject to the provisions of the County's personnel rules and policies.

#### Section 12. Role and Responsibilities of the Executive Director

12.1. The Executive Director shall serve *ex officio* as the Secretary of the FAMPO Board of Directors (the TAC), the TCC and the CAC and shall be responsible to arrange the meetings and agendas and maintain the minutes and records of each. In addition, the Executive Director shall prepare the Prospectus, the Unified Planning Work Program the (UPWP), a Transportation Improvement Program in accordance with federal and state regulations and requirements; develop a Transportation Plan in accordance with federal and state regulations; maintain the Transportation Plan; execute the transportation planning process in accordance with federal and state laws and regulations; prepare invoices and progress reports in accordance with federal, state, and local requirements; structure the public involvement process needed to ensure that the UPWP, Transportation Plan, Transportation Improvement Program, and any transportation conformity determinations meet federal requirements; and consult with the FAMPO TAC, TCC and CAC regarding the best approaches to performing the duties listed above.

12.2. In advance of making any proposal or recommendation to the TAC, the TCC or the CAC, the Executive Director shall provide such recommendation to the chief planning official for every jurisdiction within the Metropolitan Planning Area which may be impacted by such proposal or recommendation in sufficient time for the chief planning official to review and

comment on the proposal or recommendation.

#### Section 13. Additional Responsibilities of Member Governments

- 13.1. The representative from each Local Government on the FAMPO board of directors shall be responsible for instructing the clerk of his/ her local government to provide to the Executive Director copies of the minutes of any action taken by his/her local government which involves any MPO plan.
- 13.2. Each member signatory local government shall coordinate zoning and subdivision approval in their respective jurisdictions in accordance with the FAMPO adopted transportation plan.
- 13.3. As the host agency, the Cumberland County Planning and Inspections Department will serve as the Lead Planning Agency for transportation planning in the Metropolitan Planning Area. All other member signatory local governments will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus for Transportation Planning.

## **Section 14. Funding and Fiscal Matters**

- 14.1. All transportation and related federal aid planning grant funds available to promote the cooperative transportation planning process will be expended in accordance with the Unified Planning Work Program adopted by the TAC, Administration of funding in support of the Transportation Planning Process on behalf of the TAC will be conducted by the County of Cumberland as the host planning agency. Cumberland County will execute appropriate agreements with funding agencies as provided by the Planning Work Program.
- 14.2. The local match for the Federal Aid planning funds will be determined based on the current federal matching requirements. The signatory General Purpose Local Governments will contribute to the local match requirement based on their percentage of the population within the Metropolitan Planning Area at the most recent decennial census. Only the non-municipal population of those portions of counties located within the Metropolitan Planning Area shall be counted for counties. Member governments may also be asked to contribute additional local funding for projects wholly within their jurisdictional limits.
- 14.3. The fair market rental value of the office space provided by the Cumberland County Planning and Inspections Department as the host agency will be counted toward Cumberland County's match as an in-kind contribution. The fair market value of the rent shall be figured as the same annual rate per square foot that Cumberland County receives from the State of North Carolina for any other county-owned office space rented by the State.

#### **Section 15. Duration of the Agreement**

Any party may terminate its participation in the MPO and remove itself from this Agreement by giving sixty days' advance notice in a writing signed by the Chief Elected Official, if a local government, or by the chief executive officer of the agency, if not a local government. This notice shall be delivered to the Chairman of the FAMPO Board of Directors and to the Executive Director.

(Seal)	City of Fayetteville
	Ву
Clerk	Mayor
Approval Date:	

(Seal)	Town of Eastover
	By
Clerk	Mayor
Approval Date:	

(Seal)	Town of Erwin
	By
<u>Clerk</u>	Mayor
Approval Date:	

(Seal)	Town of Hope Mills
	Ву
Clerk	Mayor
Approval Date:	

(Seal)	Town of Parkton
Clerk	By Mayor
Approval Date:	

(Seal)	City of Raeford
	Ву
Clerk	Mayor
Approval Date:	

(Seal)	Town of Spring Lake
	Ву
Clerk	Mayor
Approval Date:	

Fort Liberty Military Reservation
Ву
Director of Public Works on behalf of the Garrison Commander
Approval Date:

(Seal)	County of Cumberland
Clerk	By Chairman, Board of Commissioners
Approval Date:	

(Seal)	County of Harnett
Cl. 1	By Chairman, Board of Commissioners
Clerk	Charman, Board of Commissioners
Approval Date:	

(Seal)	County of Hoke
	Ву
Clerk	Chairman, Board of Commissioners
Approval Date:	

(Seal)	County of Moore
_	By
<u>Clerk</u>	Chairman, Board of Commissioners
Approval Date:	

(Seal)	County of Robeson
	By
Clerk	Chairman, Board of Commissioners
Approval Date:	

North Carolina Department of Transportation		
<b></b>		
Ву	Secretary of Transportation	
	Secretary of Transportation	
Approval Date:		

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Town of Hope Mills	
Town of Parkton	
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### MEMORANDUM OF UNDERSTANDING FOR COOPERATIVE, COMPREHENSIVE, AND CONTINUING TRANSPORTATION PLANNING

#### **AMONG**

THE CITY OF FAYETTEVILLE, THE TOWN OF EASTOVER, THE TOWN OF HOPE MILLS, THE TOWN OF PARKTON, THE CITY OF RAEFORD, THE TOWN OF SPRING LAKE, THE TOWN OF ERWIN, THE FORT BRAGG LIBERTY MILITARY RESERVATION, THE COUNTY OF CUMBERLAND, THE COUNTY OF HARNETT, THE COUNTY OF HOKE, THE COUNTY OF MOORE, THE COUNTY OF ROBESON, AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION

#### WITNESSETH:

WHEREAS, certain of the parties hereto have previously entered into a Memorandum of Understanding for cooperative, comprehensive, and continuing transportation planning through the Fayetteville Area Metropolitan Planning Organization (FAMPO), which agreement was last amended in December 2014 and amended in May 2021 to add membership for the Fort Liberty Military Reservation; and

WHEREAS, the parties desire to continue that transportation planning through the FAMPO and amend and expand the agreement to include additional parties and clarify their respective roles and responsibilities; and

WHEREAS, each Metropolitan Planning Organization (MPO) is required to develop a Metropolitan Transportation Plan in cooperation with NCDOT and in accordance with 23 U.S.C. §134, any amendments thereto, and any implementing regulations; and a Comprehensive Transportation Plan in accordance with North Carolina General Statute §136-66.2; and

WHEREAS, the Metropolitan Transportation Plan serves as the basis for future transportation improvements within the Metropolitan Planning Area; and

WHEREAS, the parties intend that this Memorandum of Understanding shall supersede all prior memoranda of understanding among any of them pertaining to the FAMPO.

NOW THEREFORE, in consideration of the mutual benefits afforded to each party, the parties agree as follows:

#### Section 1. Boundary of the Metropolitan Planning Area

The Fayetteville Urban Metropolitan Planning Area consists of the Fayetteville Urban Area as defined by the United States Department of Commerce, Bureau of the Census, plus that area beyond the existing urbanized area boundary that is expected to become urbanized within a twenty-year planning period. This area is hereinafter referred to as the Metropolitan Planning Area. Per federal regulation, a Metropolitan Planning Organization, in cooperation with the NCDOT and public transit operators, is required to review the Metropolitan Planning Area

(MPA) after each Census to determine if the existing MPA boundary meets the minimum statutory requirements for new and updated urbanized areas and shall adjust the boundary as necessary. This MOU recognizes the FAMPO's adherence to this regulation and has fulfilled its requirements by completing a formal Boundary Assessment which has involved collaboration and engagement with all agencies within the NCDOT 2050 Travel Demand Model Boundary. Upon adoption of this MOU and its establishment of the FAMPO Boundary, there shall be no additional member agencies of the FAMPO Planning Boundary until the next review of the FAMPO Boundary.

### Section 2. Planning Responsibility within the Metropolitan Planning Area

Cooperative, continuing and comprehensive transportation planning shall be undertaken in the Metropolitan Planning Area by the FAMPO in accordance with all applicable federal and state statutes. The FAMPO shall coordinate any transportation planning it undertakes which may have a regional impact with the <u>Capital Area Metropolitan Planning Organization</u>, <u>Sandhills Metropolitan Planning Organization</u>, <u>Central Pines Rural Planning Organization</u>, <u>Mid-Carolina Rural Planning Organization</u> and the Lumber River Rural Planning Organization.

#### **Section 3. Establishment of the FAMPO**

The FAMPO shall be governed by a Technical Advisory Committee (TAC) a.k.a. board of directors which shall be the policy making board for the MPO and shall be constituted as follows:

The voting members of the board of directors of the FAMPO shall consist of the Chief Elected Official, or a single representative appointed by the Chief Elected Official, from the governing boards of each of the General Purpose Local Governments which are parties to this agreement; an additional representative from the City Council of Fayetteville, appointed by the Chief Elected Official, to represent the Transit Operator for the City of Fayetteville; a representative from the Fort Bragg Liberty Military Reservation; a representative from Division Six of the North Carolina Department of Transportation; and a representative from Division Eight of the North Carolina Department of Transportation. In addition, the board of directors of the FAMPO shall include a non-voting representative from the Federal Highway Administration-North Carolina Division, and a non-voting representative from the Federal Transit Administration-Region IV. The members representing the Fort Bragg Liberty Military Reservation and the state and federal agencies shall be selected as determined by the agencies they are representing.

## Section 4. Conduct of Business by the Technical Advisory Committee (TAC)

The FAMPO board of directors will meet as often as it deems appropriate and advisable. The board of directors will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by- laws. All meetings of the board of directors shall be subject to the Open Meetings Law.

## Section 5. Role and Responsibilities of the FAMPO

The FAMPO board of directors will be responsible for carrying out the provisions of 23 U.S.C. §134 (Federal Highway Administration); and 49 U.S.C. §\$5303, 5304, 5305, 5306 and 5307(Federal Transit Administration); including the following duties and responsibilities:

5.1. Review and approval of the annual transportation Unified Planning Work Program and

any subsequent amendments;

- 5.2. Review and approval of the Transportation Improvement Program for multimodal capital and operating expenditures to insure coordination between local and State capital and operating improvement programs and any subsequent amendments;
- 5,3, Review and approval of the Metropolitan Transportation Plan, and subsequent changes thereto, and the Comprehensive Transportation Plan as required by the N.C.G.S. §136-66.2(d). Revisions in the transportation plans must be jointly approved by the FAMPO board of directors and the North Carolina Department of Transportation;
- 5.4. Endorsement, review and approval of changes to the Federal Highway Administration Functional Classification System, the Adjusted Urbanized Area Boundary and the Metropolitan Planning Area Boundary;
- 5.5. Endorsement, review and approval of a Prospectus for Transportation Planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;
- 5.6. Establishment of goals and objectives for the transportation planning process reflective of and responsive to such comprehensive plans for growth and development in the Metropolitan Planning Area as are adopted by Boards of General Purpose Local Government.
- 5.7. Approval and distribution of federal funds designated for the Metropolitan Planning Area under the provisions of MAP-21 and any other subsequent transportation funding authorizations.

#### Section 6. Establishment of the Transportation Coordinating Committee (the TCC)

- 6.1. The parties acknowledge that transportation planning is a specialized field. In order to give the FAMPO, through its duly constituted Transportation Advisory Committee (the TAC), access to the technical expertise necessary to meet the requirements of federal and state law, a Technical Coordinating Committee (the TCC) shall be established with the responsibility for advising the FAMPO on the technical aspects of the transportation planning process, performing such technical analysis as necessary to support transportation planning and making recommendations to the FAMPO and local and State governmental agencies for any necessary actions relating to the continuing transportation planning process.
- 6.2. Membership of the TCC shall include technical representation from all local and State governmental agencies directly related to and concerned with the transportation planning process for the Metropolitan Planning Area and shall consist of the following:

#### Voting members, serving ex-officio:

- 1. City Manager, City of Raeford
- 2. County Manager, County of Cumberland
- 3. County Manager, County of Hoke
- 4. County Manager or Director Planning and Inspections, County of Moore
- 5. County Manager, County of Robeson
- 6. Town Manager, Town of Eastover Town
- 7. Manager, Town of Hope Mills Town

- 8. Manager, Town of Spring Lake
- 9. Town Manager, Town of Erwin
- 10. Director, Cumberland County Planning and Inspections Department
- 11. Director, Fayetteville Area System of Transit (FAST)
- 12. Director, Fayetteville -Cumberland County Parks and Recreation Department
- 13. Director, City of Fayetteville, Public Services
- 14. Director, Cumberland County Engineering and Infrastructure Department
- 15. Director, Fayetteville Regional Airport
- 16. Director, City of Fayetteville, Development Services
- 17. City Traffic Engineer, City of Fayetteville
- 18. Director, Central Pines Rural Planning Organization
- 19. Director, Mid Carolina Rural Planning Organization
- 20. Planner, Lumber River Rural Planning Organization
- 21. Manager, Harnett County Planning Services
- 22. Supervisor, Cumberland County Schools Planning Department
- 23. Supervisor, Hoke County Schools Planning Department
- 24. Supervisor, Harnett County Schools Planning Department
- 25. Executive Director, Mid-Carolina Council of Governments
- 26. Executive Director, Sustainable Sandhills
- 27. Assoc. Vice-Chancellor for Facilities Management at Fayetteville State University
- 28. Facilities Director, Methodist University
- 29. Facilities Director, Fayetteville Technical Community College
- 30. Directorate of Facilities, Fort Liberty Military Reservation
- 31. Division Engineer, Division Six, Division of Highways, NCDOT
- 32. Division Engineer, Division Eight, Division of Highways, NCDOT
- 33. Fayetteville Metropolitan Area Coordinator, Transportation Planning Branch, NCDOT

#### At Large Voting Members, selected by the agency they represent:

- 1. President/C.E.O. of the Fayetteville -Cumberland County Chamber of Commerce
- 2. Director of Cumberland County Transportation Program

#### Non-voting members, serving ex officio:

- 1. Regional Planner, IMD NCDOT
- 2. Transportation Planner, FHWA, NC Division
- 3. Region IV, Federal Transit Administration Representative
- 4. Transportation Planning Branch, NCDOT
- 5. Planning Engineer, NCDOT Division 6
- 6. Planning Engineer, NCDOT Division 8

#### Section 7. Conduct of Business by the TCC

The TCC will meet as often as it deems appropriate and advisable. The TCC will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by-laws. All meetings of the TCC shall be subject to the Open Meetings Law.

#### Section 8. Role and Responsibilities of the TCC

The TCC shall be responsible for development, review, and recommendation for approval of the Prospectus, Transportation Improvement Program, Federal-Aid Urban System and Boundary, revisions to the Transportation Plan, planning citizen participation, and documentation reports on the transportation study.

#### Section 9. Establishment of the Citizens Advisory Committee (the CAC)

There shall also be a Citizens Advisory Committee (the CAC) established consisting of no less than 11 and not more than 17 interested citizens who reside within the Metropolitan Planning Area, The members of the CAC shall be appointed by the FAMPO board of directors and shall be selected to represent areas of interest and interest groups, including traditionally underrepresented members of the community, to address such interests as bicycle paths, pedestrian greenways, environmental concerns, road safety, traffic congestion, freight, rail and transit and with representatives including advocates for the disabled, seniors and minorities.

### Section 10. Conduct of Business by the CAC

The CAC will meet as often as it deems appropriate and advisable to make recommendations to the TAC and the TCC. The CAC will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by- laws. All meetings of the CAC shall be subject to the Open Meetings Law.

#### **Section 11. The Executive Director**

Administrative coordination for the FAMPO (TAC), the TCC and the CAC will be performed by an Executive Director. The Executive Director shall be selected by a panel consisting of the Development Services Director and the Public Services Director for the City of Fayetteville, the Director of Planning and Inspections for Cumberland County, and the managers or the designees of the managers of the towns of Hope Mills and Spring Lake. The Executive Director shall become an employee of Cumberland County, subject to the provisions of Cumberland County's personnel rules and policies, assigned to the Cumberland County Planning and Inspections Department and report to the county's Director of Planning and Inspections. The Executive Director shall select such other staff as may be budgeted in accordance with the selection and recruitment rules and policies of Cumberland County. All staff selected by the Executive Director shall become employees of Cumberland County assigned to the Cumberland County Planning and Inspections Department and subject to the provisions of the County's personnel rules and policies.

#### Section 12. Role and Responsibilities of the Executive Director

12.1. The Executive Director shall serve *ex officio* as the Secretary of the FAMPO Board of Directors (the TAC), the TCC and the CAC and shall be responsible to arrange the meetings and agendas and maintain the minutes and records of each. In addition, the Executive Director shall prepare the Prospectus, the Unified Planning Work Program the (UPWP), a Transportation Improvement Program in accordance with federal and state regulations and requirements; develop a Transportation Plan in accordance with federal and state regulations; maintain the Transportation Plan; execute the transportation planning process in accordance with federal and state laws and regulations; prepare invoices and progress reports in accordance with federal, state, and local requirements; structure the public involvement process needed to ensure that the UPWP, Transportation Plan, Transportation Improvement Program, and any transportation conformity determinations meet federal requirements; and consult with the FAMPO TAC, TCC and CAC regarding the best approaches to performing the duties listed above.

12.2. In advance of making any proposal or recommendation to the TAC, the TCC or the CAC, the Executive Director shall provide such recommendation to the chief planning official for every jurisdiction within the Metropolitan Planning Area which may be impacted by such proposal or recommendation in sufficient time for the chief planning official to review and

comment on the proposal or recommendation.

#### Section 13. Additional Responsibilities of Member Governments

- 13.1. The representative from each Local Government on the FAMPO board of directors shall be responsible for instructing the clerk of his/her local government to provide to the Executive Director copies of the minutes of any action taken by his/her local government which involves any MPO plan.
- 13.2. Each member signatory local government shall coordinate zoning and subdivision approval in their respective jurisdictions in accordance with the FAMPO adopted transportation plan.
- 13.3. As the host agency, the Cumberland County Planning and Inspections Department will serve as the Lead Planning Agency for transportation planning in the Metropolitan Planning Area. All other member signatory local governments will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus for Transportation Planning.

#### **Section 14. Funding and Fiscal Matters**

- 14.1. All transportation and related federal aid planning grant funds available to promote the cooperative transportation planning process will be expended in accordance with the Unified Planning Work Program adopted by the TAC, Administration of funding in support of the Transportation Planning Process on behalf of the TAC will be conducted by the County of Cumberland as the host planning agency. Cumberland County will execute appropriate agreements with funding agencies as provided by the Planning Work Program.
- 14.2. The local match for the Federal Aid planning funds will be determined based on the current federal matching requirements. The signatory General Purpose Local Governments will contribute to the local match requirement based on their percentage of the population within the Metropolitan Planning Area at the most recent decennial census. Only the non-municipal population of those portions of counties located within the Metropolitan Planning Area shall be counted for counties. Member governments may also be asked to contribute additional local funding for projects wholly within their jurisdictional limits.
- 14.3. The fair market rental value of the office space provided by the Cumberland County Planning and Inspections Department as the host agency will be counted toward Cumberland County's match as an in-kind contribution. The fair market value of the rent shall be figured as the same annual rate per square foot that Cumberland County receives from the State of North Carolina for any other county-owned office space rented by the State.

### **Section 15. Duration of the Agreement**

Any party may terminate its participation in the MPO and remove itself from this Agreement by giving sixty days' advance notice in a writing signed by the Chief Elected Official, if a local government, or by the chief executive officer of the agency, if not a local government. This notice shall be delivered to the Chairman of the FAMPO Board of Directors and to the Executive Director.

(Seal)	City of Fayetteville
Clark	By Mayor
Clerk	Mayor
Approval Date:	

(Seal)	Town of Eastover
	Ву
Clerk	Mayor
Approval Date:	

(Seal)	Town of Erwin
_	By
<u>Clerk</u>	Mayor
A ID	
Approval Date:	

(Seal)	Town of Hope Mills
	Ву
Clerk	Mayor
Approval Date:	

(Seal)	Town of Parkton
	Ву
Clerk	Mayor
Approval Date:	

(Seal)	City of Raeford		
	Ву		
Clerk	Mayor		
15			
Approval Date:			

(Seal)	Town of Spring Lake
Clerk	By Mayor
Approval Date:	

Fort Liberty Military Reservation	
Ву	
Director of Public Works on behalf of the Garrison Commander	
Approval Date:	

(Seal)	County of Cumberland
Clerk	By Chairman, Board of Commissioners
Approval Date:	

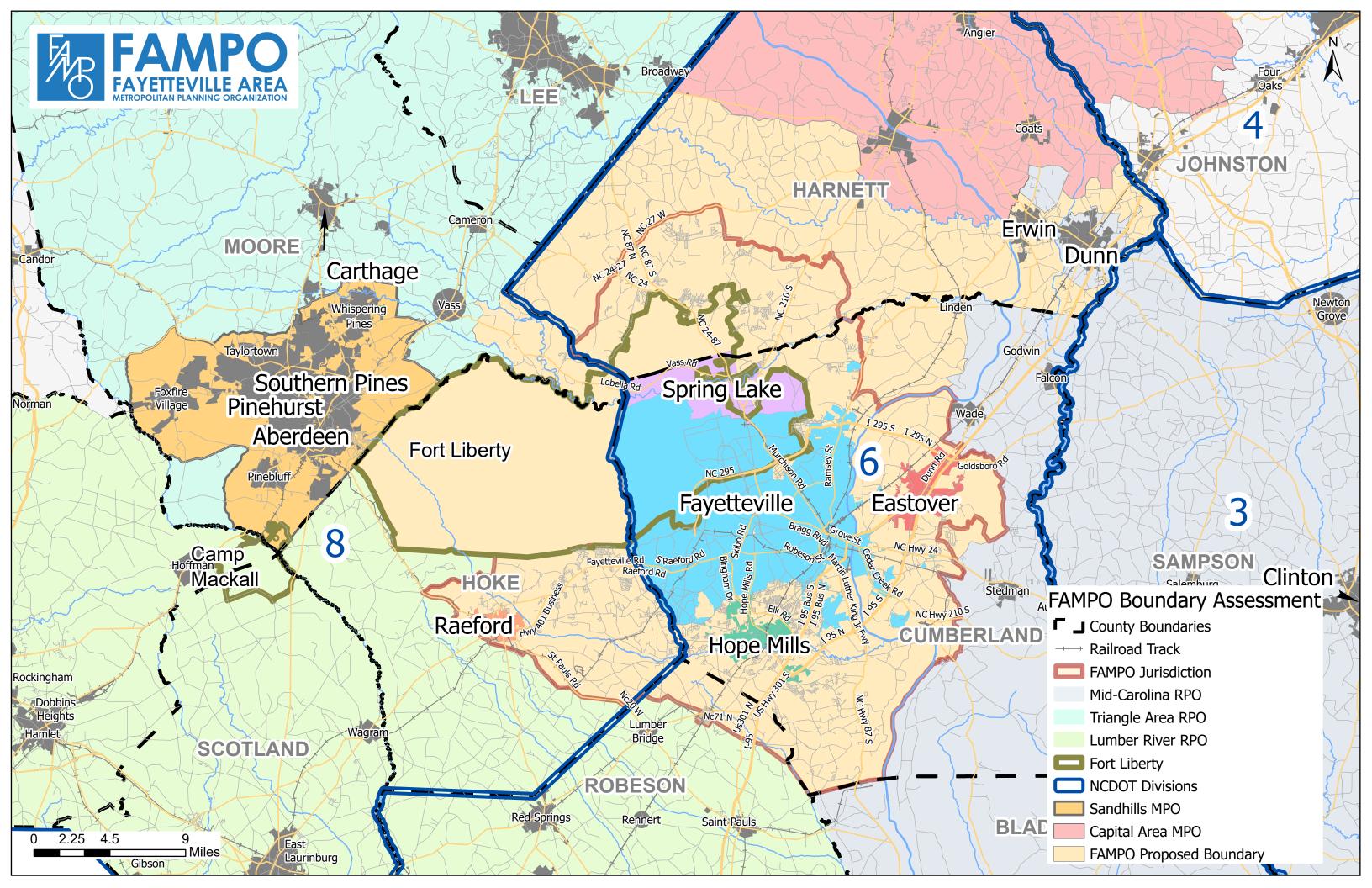
(Seal)	County of Harnett	
Clerk	By Chairman, Board of Commissioners	
Approval Date:		

(Seal)	County of Hoke
	Ву
Clerk	Chairman, Board of Commissioners
Approval Date:	

(Seal)	County of Moore
	By
<u>Clerk</u>	Chairman, Board of Commissioners
A servered Deter	
Approval Date:	

(Seal)	County of Robeson	
	By	
Clerk	Chairman, Board of Commissioners	
Approval Date:		

North Carolina Dep	partment of Transportation	
Ву		
Бу	Secretary of Transportation	
Approval Date:		





#### ASSISTANT COUNTY MANAGER GENERAL GOVERNMENT AND STEWARDSHIP

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRIAN HANEY, ASSISTANT COUNTY MANAGER FOR GENERAL

**GOVERNMENT & STEWARDSHIP** 

**DATE:** 6/13/2024

# SUBJECT: LEASE AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF AGRICULTURE PLANT INDUSTRY DIVISION

#### **BACKGROUND**

The North Carolina Department of Agriculture Plant Industry Division currently leases approximately 368 +/-square feet of space at the Charlie Rose Agri-Expo Center from Cumberland County for the operation of its Witchweed Program. This space is leased at a rate of \$15.00 per square foot or \$5,520.00 per year payable in equal monthly installments of \$460.00 per month. The proposed term of the lease is January 1, 2024 to December 31, 2026. All the terms in the proposed lease remain the same. The County provides all utilities and janitorial services, but does not provide telephone services. This space has been leased for this particular purpose to the State since at least 2012.

This item was presented during the June 13, 2024 Board of Commissioners Agenda Session and the Board voted to move it to the June 17, 2024 Regular Meeting as a Consent Agenda Item.

#### RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of Lease Agreement with the North Carolina Department of Agriculture Plant Industry Division.

#### **ATTACHMENTS:**

Description	Type
Proposed Lease Agreement	Backup Material
Witchweed Office Floorplan	Backup Material
Specifications for Non-Advertised Lease	Backup Material
Proposal to Lease #PO-28	Backup Material

#### COUNTY OF CUMBERLAND

THIS LEASE AGREEMENT (hereinafter "Lease"), made and entered into as of the last date set forth in the notary acknowledgements below by and between CUMBERLAND COUNTY, hereinafter designated as Lessor, and the STATE OF NORTH CAROLINA through the North Carolina Department of Agriclture & Consumer Services hereinafter designated as Lessee;

#### WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7<sup>th</sup>, 1999, and April 1, 2003

WHEREAS, the Department of Administration has delegated to the Department of Agriculture the authority to execute this lease agreement by a memorandum dated the 26th day of March, 1982; and and as amended on the 26th day of December, 2016: and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **Town / Township Fayetteville**, **County of Cumberland**, North Carolina, more particularly described as follows: Being approximately 368, net square feet of office space- offices #224,226,227 space located at Charlie Rose Expo Center located in 301 East Mountain Drive Fayetteville, Cumberland County, North Carolina and further described in "Exhibit A"

# Department of Agiculture and Consumer Services (Plant Industry)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

- 1. The term of this lease shall be for a period of Three(3) Years commencing on the 1<sup>st</sup> day of January 1, 2024, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 31st day of December, 2026.
- 2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of \$5,520.00(Five thousand five hundred twenty) Dollars per annum, which sum shall be paid in equal monthly installments of 460.00 Dollars. The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other

address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

- 3. Lessor grants free and unrestricted ingress and egress to the Premises during the term of this lease and any renewals thereof.
  - A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
  - B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal and recycling, including maintenance of lawns, parking areas (including snow and debris removal) and common areas is required.
  - C. Parking
  - D. The Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
  - E. All stormwater fees.
  - F. Any fire or safety inspection fees.
  - G. Daily janitorial service and supplies.
  - H. All utilities (electricity, gas, water/sewer) except telephone.
  - I. All land transfer tax/fees imposed by the County or City in which the space is located.
  - J. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy and said keys shall be furnished by Lessor to Lessee at no cost to Lessee.
  - K. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form P0-28 and "Specifications for Non-advertised Lease."
- 4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

- 5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, suitable for the purposes for which the leased premises will be used by Lessee.
- 6. Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter.
- 7. If the said premises be destroyed by flood or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by flood or other casualty without fault of the Lessee, so as to render the premises untenantable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.
- 8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.
- 9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.
- 10. Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.
- 11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.
- 12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.
- 13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local

office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

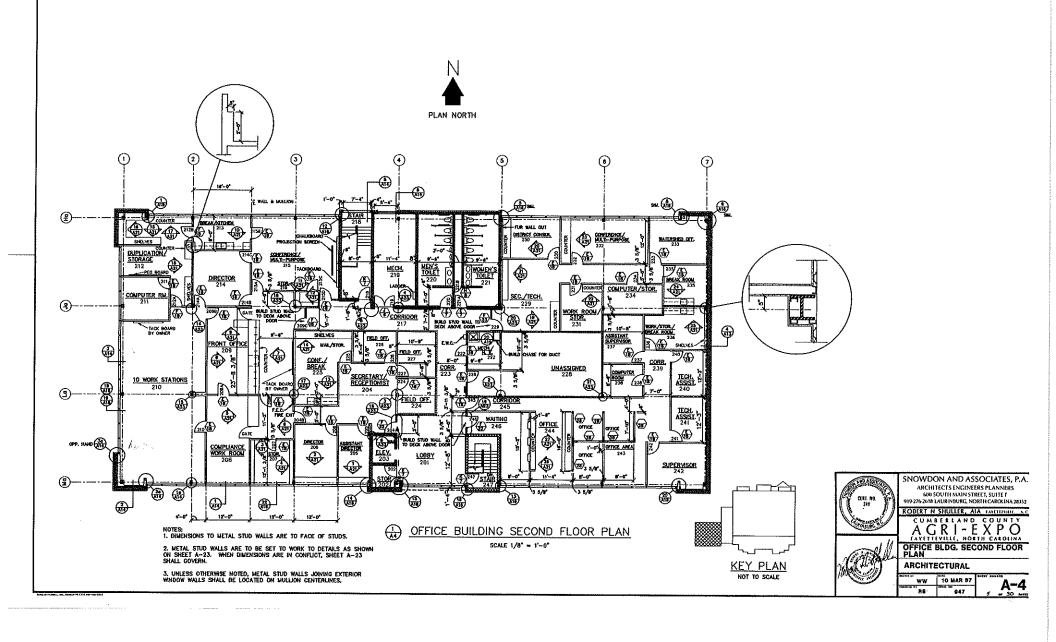
- 14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at 301 East Mountain Drive Fayetteville, NC 28302 and to the Lessee at NC Department of Agriculture & Consumer Services, Attn: Real Property Agent, 1001 Mail Service Center, Raleigh, North Carolina 27699-1001. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.
- 15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.
- 16. Lessee shall not assign this lease or sublet any part of the Leased Premises without the written consent of the Lessor.
- 17. Lessor agrees that the Lessee's decision to self insure satisfies all insurance requirements of this lease applicable to the Lessee.
- 18. The State of North Carolina is an immune sovereign and is not ordinarily subject to suit. However, the State has enacted the North Carolina Tort Claims Act, pursuant to which the State may be liable for the torts of its officers and employees, within the terms of the Act. Accordingly, the Lessee will be primarily liable for any claims within the coverage of the Tort Claims Act.
- 19. This Lease Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Lessor and Lessee and their respective legal representatives, successors and permitted assigns.
- 20. Lessor understand and acknowledges that Lessee will use the Premises as a materials storage site.
- 21. It is understood and agreed that Lessee shall have the right to remove from the Premises all items of personal property and other items used in connection with Lessee's operations on the Premises belonging to Lessee. Lessor shall be responsible for all storm water fees and real property taxes assessed against the Premises.
- 22. If Lessee is unable to secure all necessary permits or governmental approvals to construct or install its desired improvements on the Premises, then Lessee, at its option and in its sole discretion, may terminate this lease without any further obligation hereunder.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

	LESSEE:
	STATE OF NORTH CAROLINA
	By: Andrew A. Meier Director NCDA&CS Property & Construction Division
STATE OF NORTH CARO	DLINA
COUNTY OF	:
and State aforesaid, do hereb this day and acknowledged the Director of Property and Cor	, a Notary Public in and for the County by certify that <b>Andrew A. Meier</b> personally came before me he due execution by him of the foregoing instrument as anstruction Division for the North Carolina Department of ervices, in accordance with the authority vested in him and ressed.
IN WITNESS WHER day of	REOF, I have hereunto set my hand and Notarial Seal this the, 20
	Notary Public
	Printed Name:
My Commission expires	

# LESSOR:

$R_{V}$	
Бу	Signature
_	Print Name and Title
STATE OF NORTH CAROLINA	
COUNTY OF	
State aforesaid, do hereby certify the	, a Notary Public in and for the County and, personally came before the execution of the foregoing instrument.
IN WITNESS WHEREOF, and any of	I have hereunto set my hand and Notarial Seal this the, 20
	Notary Public
	Printed Name:
My Commission expires	



#### SPECIFICATIONS FOR NON-ADVERTISED LEASE

Please place a "\square" next to each item that is applicable and an "x" next to each item that is not applicable to the lease 1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also, provide the year the building was constructed. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant. 3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC. 4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 day per week requirement. A separate HVAC system may be required to maintain this temperature range. 5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs. 6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times. 7. Lessor shall provide internal and external sign that will provide easy identification of the office by the general public. 8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving. 9. Lessor shall shampoo all carpet and clean the outside of the building windows annually. 10. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays. 11. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to: all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs. 12. The number of keys to be provided to the State for each lockset shall be reasonably

determined by the State prior to occupancy, at no cost to the State.

$\checkmark$	13. All parking areas shall be the office.	e adequately lighted and located within a reasonable distance of
V	14. Lessor shall provide all constall wiring and	onduits and pull strings from above the ceiling to outlet boxes. I cover plates.
	s in agreement with the above of the State of North Carolina" l	conditions and the conditions of the also signed "proposal to Form PO-28.
Signatur	e of the Lessor	 Date

THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL. THE STATE RESERVES THE RIGHT TO REJECT ANY PROPOSAL FOR ANY REASON IT DEEMS WARRANTED. ALL RELEVANT FACTORS, TO INCLUDE MOVING EXPENSES, WILL BE EVALUATED AS PART OF THE SELECTION PROCESS. ELECTRONIC responses ONLY will be accepted for this RFP. PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28 1. NAME OF LESSOR: 2. LESSOR'S Representative: Brian Haney **Cumberland County** A. PROPRIETORSHIP INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE: **B. PARTNERSHIP** CORPORATION \_\_\_\_D. GOVERNMENTAL XX\_\_\_E. NON-PROFIT \_\_\_F. \*\*\* (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES G. OTHER: TAX I.D. # MAILING ADDRESS: PO Box 1829 MAILING ADDRESS 28302 7IP· CITY: Fayetteville 7IP: CITY: (910) 678-7724 CELL#: PHONE#: CELL#: PHONE#: E-MAIL: E-MAIL: bhaney@cumberlandcountync.gov 3. SPACE LOCATION: (including building name, floors involved & suite or room numbers unless entire floor) 301 East Mountain Drive- Charlie Rose Expo Center Room 224,226,227 ZIP CODE STREET ADDRESS CITY COUNTY Fayetteville 301 East Mountain Drive NC County- Cumberland 28302 4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED) 5. GROSS SQUARE FOOTAGE BEFORE NET B. WAREHOUSE C. OTHER A. OFFICE 368 sq **USAGE COMPUTED** ft 6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications (PO-27) A. DESIRED PROPOSAL (See PO-27 Items VI and XII-A) TOTAL **ANNUAL** NET SQ. ANNUAL RFNT JANITOR. WATER / REQUIRED UTILITIES TYPE OF SPACE FT. RENTAL PER SQ. FT. SERVICES **SEWER** PARKING SPACES OFFICE 368 YES YES YES clientele WAREHOUSE state car **OTHER** 5,520 **TOTALS** XXXX XXXX XXXX Lessor will provide ( \_2\_) employee parking spaces in above proposal at no additional charge to the State. (See explanation in PO-27 Item VI -Parking) Comments: Lease to Begin Jan. 1, 2024- Dec. 31st 2026 3 year term ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B) (FOR PROPOSALS NOT INCLUDINING UTILITIES AND/OR JANITORIAL SERVICES) TOTAL UTILITIES JANITORIAL NET SQ. ANNUAL ANNUAL RENT **SERVICES** WATER/SEWER TYPE OF SPACE FT. RENTAL PER SQ. FT. YES/NO YES/NO YES/NO **OFFICE** WAREHOUSE OTHER XXXX **TOTALS** XXXX XXXX Lessor will provide ( \_) clientele parking spaces and ( ) employee parking spaces Comments: 7. LEASE TERM: YEARS BEGINNING DATE: January 1, 2024 Annual rental 5,520 (460/ month) 8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS: NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S) The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. The proposed building must have facilities for handling materials to be recycled such as plastics, aluminum, wastepaper and cardboard. THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY. Is the proposed building free of hazardous asbestos? YES NO Is the proposed building free of hazardous lead paint? YES NO DEPARTMENT: DIVISION:

SQUARE FEET:

DATE:

AGENT:

CITY:

CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM

LESSOR:	
9. ADDITIONAL INFORMATION	
<ol> <li>Is Property To Be Leased Within An Area Designated By Fema To B Below</li> </ol>	Be In A Flood Prone Area (100 Year, 500 Year)? If So, Please Provide Details
Does this space comply with local and State Building safety and zor applicable sections of the State Building Code Volumes I-V?	ning codes specifically including OSHA provisions for the handicapped and
YES	_NOPARTIALLY
EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:	
12. This proposal is made in compliance with the appointance furnished	ed by NCDA I realize that the State reserves the right
12. This proposal is made in compliance with the specifications furnished to reject this proposal for any reason it deems warranted. This proposal FURTHER AFFIRM THAT I am aware of and familiar with the America.) and if the above firm is awarded the contract, it will comply with the complex contract.	posal is good until I ACKNOWLEDGE AND ricans with Disabilities Act of 1990 (42 United States Code, Section 12101 et
I am aware that annual per square foot rental rate(s) which include inder increases etc., are not acceptable during either the initial term or any ren	terminable percentage increase(s) such as uncapped Consumer Price Index newal period(s):
(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSI AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN II INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERI SEVERELY DISABLED.	
	organization and its employees or agents, that you are not
Printed Name of Lessor	or promised by any employees of your organization.
	or promised by any employees of your organization.
Printed Name of Lessor	or promised by any employees of your organization.
Printed Name of Lessor  Signature of Lessor  ELECTRONIC DELIVERY INSTRUCTIONS	or promised by any employees of your organization.  I on the cutoff. No faxed, e-mailed or hand delivered proposals will be
Printed Name of Lessor  Signature of Lessor  ELECTRONIC DELIVERY INSTRUCTIONS  To be considered this proposal must be submitted prior to 4:00 PM	
Printed Name of Lessor  Signature of Lessor  ELECTRONIC DELIVERY INSTRUCTIONS  To be considered this proposal must be submitted prior to 4:00 PM	
Printed Name of Lessor  Signature of Lessor  ELECTRONIC DELIVERY INSTRUCTIONS  To be considered this proposal must be submitted prior to 4:00 PM	
Printed Name of Lessor  Signature of Lessor  Date  ELECTRONIC DELIVERY INSTRUCTIONS  To be considered this proposal must be submitted prior to 4:00 PM accepted. PHONE: (919)707-3167	I on the cutoff. No faxed, e-mailed or hand delivered proposals will be
Printed Name of Lessor  Signature of Lessor  Date  ELECTRONIC DELIVERY INSTRUCTIONS  To be considered this proposal must be submitted prior to 4:00 PM accepted. PHONE: (919)707-3167  NOTE: Net square footage is a term meaning the area to be leased for footage:  1. Compute the inside area of the space by measuring from the normal walls, or the center of tenant separating partitions.  2. Deduct from the Inside area the following:	
Printed Name of Lessor  Signature of Lessor  Date  ELECTRONIC DELIVERY INSTRUCTIONS  To be considered this proposal must be submitted prior to 4:00 PM accepted. PHONE: (919)707-3167  NOTE: Net square footage is a term meaning the area to be leased for footage:  1. Compute the inside area of the space by measuring from the normal walls, or the center of tenant separating partitions.  2. Deduct from the Inside area the following:  *a. Toilets and lounges  *b. Entrance and elevator lobbies  *c. Corridors	I on the cutoff. No faxed, e-mailed or hand delivered proposals will be occupancy by State Personnel and/or equipment. To determine net square
Printed Name of Lessor  Signature of Lessor  ELECTRONIC DELIVERY INSTRUCTIONS  To be considered this proposal must be submitted prior to 4:00 PM accepted. PHONE: (919)707-3167  NOTE: Net square footage is a term meaning the area to be leased for footage:  1. Compute the inside area of the space by measuring from the normal walls, or the center of tenant separating partitions.  2. Deduct from the Inside area the following:  *a. Toilets and lounges  *b. Entrance and elevator lobbies  *c. Corridors d. Stairwells	I on the cutoff. No faxed, e-mailed or hand delivered proposals will be occupancy by State Personnel and/or equipment. To determine net square
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Printed Name of Lessor  Signature of Lessor  Date  ELECTRONIC DELIVERY INSTRUCTIONS  To be considered this proposal must be submitted prior to 4:00 PM accepted. PHONE: (919)707-3167  NOTE: Net square footage is a term meaning the area to be leased for footage:  1. Compute the inside area of the space by measuring from the normal walls, or the center of tenant separating partitions.  2. Deduct from the Inside area the following:  *a. Toilets and lounges  *b. Entrance and elevator lobbies  *c. Corridors d. Stairwells e. Elevators and escalator shafts f. Building equipment and service areas g. Stacks, shafts, and interior columns h. Other space not usable for State purposes	occupancy by State Personnel and/or equipment. To determine net square inside finish of exterior walls or the roomside finish of fixed corridor and shaft
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#### FINANCE DEPARTMENT

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRIAN HANEY, ASSISTANT COUNTY MANAGER FOR GENERAL

GOVERNMENT & STEWARDSHIP/INTERIM FINANCE DIRECTOR

**DATE:** 6/13/2024

SUBJECT: AMENDMENT TO COUNTY PURCHASING POLICY

#### **BACKGROUND**

On February 14, 2024, Cumberland County Community Transportation Program received a letter from the NC Department of Transportation Integrated Mobility Division (IMD) following a Proficiency Review that was conducted on January 31, 2024. The review looked at policy compliance with State and Federal (FTA) requirements. Six deficiencies were identified and a Compliance Review Deficiency Report was provided that listed the findings and corrective actions, which needed to be made by a certain deadline. According to the letter, if the findings are not corrected by the deadline (originally May 15, 2024, but extended to June 28, 2024), it would constitute a breach of contract that may jeopardize transit system funding resulting in a pause in reimbursement of claims and the potential for termination of the grant agreement.

Five of the six deficiencies involve information on the County's website and these have been corrected. One deficiency related to procurement and requires that the County revise its procurement policy to include bid protest procedures when FTA (Federal Transit Administration) funds are to be used in a procurement and submit the updated policies to IMD for review and approval.

The proposed amendment to the County's Purchasing Policy includes language to address the deficiency and corrective action included in the Compliance Review Deficiency Report. This language has been reviewed by the County Attorney's Office. Proposed changes are shown in red font within the attachment on page 12, adding Item M.

This item was presented during the June 13, 2024 Board of Commissioners Agenda Session and the Board voted to move it to the June 17, 2024 Regular Meeting as a Consent Agenda Item.

#### RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of amendment to the Purchasing Policy reflecting changes as shown in the attached draft.

# **ATTACHMENTS:**

Description

DRAFT Purchasing Policy changes

Backup Material

#### **Cumberland County**

# **Section I – Board Approved Policies**

**Subsection 3: Cumberland County Financial / Audit** 

Policy No. 3-3: Purchasing Policy

The following policy was originally adopted on June 21, 1999 by the Board of Commissioners. This policy was amended on February 25, 2002, November 1, 2010, June 5, 2017, June 18, 2018, August 6, 2018, June 21, 2021, and November 15, 2021, and June 17, 2024 by the Board of Commissioners.

#### 1.0 PURPOSE

This policy is established to ensure the fair and equitable treatment of all persons involved in public purchasing, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity, in accordance with North Carolina General Statutes (N.C.G.S) and federal law.

# 2.0 SCOPE

This policy applies to all County employees conducting purchases on behalf of Cumberland County. Any reference of "department head" throughout this policy is inclusive of the elected offices of the Register of Deeds and the Sheriff, as well as any interim assignments of department head responsibilities. Any reference to approval authority of the County Manager shall also apply to the County Manager's designee as authorized in writing by the County Manager in their absence.

#### 3.0 POLICY

# 3.1 Local Preference Policy

Contracts for the provision of services in any amount and all contracts for the purchase of apparatus, materials, supplies and equipment in which the aggregate purchase price in any single contract is less than \$30,000 shall be awarded to local vendors or suppliers, to the greatest extent possible, in accordance with the further conditions set out herein.

Local vendors or suppliers shall be those who demonstrate that they pay business personal or real property taxes and are either self-employed residents of Cumberland County or employ at least one resident of Cumberland County as an employee or officer of the contracting business entity.

#### 3.2 Purchase Orders

All services and purchases in amounts of \$5,000 and more must have a purchase order prior to the purchase being made or the services being rendered. All purchases require a written (electronic or printed) document (invoice, quote, proposal, etc.) with sale details prior to payment being made.

#### 3.3 Purchases & Services

#### Less than \$5,000

Department heads shall authorize services or purchases of apparatus, supplies, materials or equipment up to \$4,999.99 without a purchase order if sufficient funds are budgeted and available within the department budget. Prior to the purchase, departments must ensure there is an appropriation authorizing the obligation and that sufficient funds will remain in the appropriation to pay the amounts that are expected to come due in the fiscal year in which the obligation is incurred.

#### \$5,000 - \$29,999.99

Department heads shall solicit proposals for services or purchases of apparatus, supplies, materials or equipment when the estimated cost is between \$5,000 - \$29,999.99. County Purchasing will review the purchase upon receipt of requisition to ensure compliance with County policies. County Purchasing may solicit additional proposals as determined necessary and appropriate by the Finance Director.

# 3.4 Purchases of apparatus, supplies, materials, or equipment

#### \$30,000 - \$89,999.99

**Informal bids** are required for any purchase of apparatus, supplies, materials, or equipment that requires an expenditure of \$30,000 - \$89,999.99. Departments shall submit specifications to County Purchasing for purchases in this category. Exemptions: purchases that qualify under the Competitive Bidding Exceptions as per N.C.G.S 143-129(e).

#### \$90,000 and Above

**Formal bids** are required for any purchase of apparatus, supplies, materials, or equipment in amounts of \$90,000 or more. Departments shall submit specifications to County Purchasing for purchases in this category. The County Manager must approve bid awards in amounts between \$90,000 - \$99,999.99. The Board of Commissioners must approve bid awards in amounts of \$100,000 or greater. Bids for engineering and construction must comply with North Carolina General Statutes. Exemptions: purchases that qualify under the Competitive Bidding Exceptions as per N.C.G.S 143-129(e).

Bid award is not a substitution for receiving contract approval in accordance with the dollar thresholds established within this policy or as further delegated by the Board of Commissioners.

#### 3.5 Purchase of Services

Subsection 3 Policy No. 3-3

#### \$30,000 and Above

**An Informal RFP** process is required for services estimated to cost \$30,000 or more. County Purchasing will review the proposal upon receipt of requisition to ensure compliance with county policies. County Purchasing may solicit additional proposals as determined necessary and appropriate by the Finance Director.

#### 3.6 Procurement Cards

The procurement card program was established to provide a more rapid turnaround of requisitions for low dollar value goods, and to reduce paperwork and handling costs. Procurement cardholders may initiate transactions in person, or by telephone, within the established limits of these procedures. Department heads may designate individuals to receive procurement cards. Prior to signing for a procurement card and annually thereafter, procurement cardholders must attend a class conducted by County Purchasing addressing the guidelines involved in the responsibility associated with the card. To ensure pre-audit requirement compliance, funds for each department's estimated procurement card charges shall be encumbered at the beginning of each fiscal year.

#### 3.7 Contracts

A contract is an agreement stating the obligations and benefits arising out of a transaction between the County and at least one other party. A contract must be signed by the County and all other parties to the contract. The contract, in its final form, requires review for legal sufficiency approval **prior to** consideration for approval/signature. All contracts for expenditures, in amounts of \$50,000 or more require County Manager signature. Contracts **resulting from a formal bid process** for expenditures in amounts of \$100,000 or more require the Chair to the Board of Commissioners signature, after Board approval. Contracts with a total amount less than \$50,000 may be signed by the Department head.

These signature requirements pertain to all contracts in which the county is obligated to expend funds of \$5,000 and above, even if the funds have been approved by the Board of Commissioners in the original budget. Digital signatures by vendors or non-County personnel are permitted on contracts when there is legal authentication attached to the signatures and when the digital signature system being utilized provides system integrity in the process to ensure the signed document has not been altered in transit. Digital signatures by County personnel will be permitted pursuant to a system and/or process approved by the County Manager.

The Board of Commissioners must approve all interlocal agreements, regardless of the dollar amount. The action approving the agreement must be recorded within the minutes of the Board of Commissioners' meeting.

If an amendment to the original contract occurs, an equivalent position to the original contract signor must also sign the amendment, regardless of the original contract dollar amount or method of award.

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200). See the Addendum following section 4.0 of this policy for the Uniform Guidance Procurement Policy.

# 3.8 Federal and State Law Compliance

Federal law and North Carolina general statues allow local policy to be more restrictive. When comparing federal, state, and local procurement requirements to implement federal programs or grants, the most restrictive requirement shall be applied. This policy is more restrictive regarding bid requirements of services and dollar thresholds for contractual signatures in comparison to state statute requirements. Periodically, legislation results in changes to law and/or general statutes. The General Statutes referenced in this policy are incorporated by reference, and changes in the referenced General Statutes are also incorporated herein as if set out in full.

# 4.0 <u>IMPLEMENTATION</u>

The Finance Director is responsible for implementing and enforcing this Policy and to interpret it consistent with its spirit and intent, fiscal prudence and accountability. The Finance Director is authorized to prescribe additional administrative instructions for implementing the above policy.

#### **ADDENDUM**

# **Uniform Guidance Procurement Policy for North Carolina Local Governments**

# I. Purpose

The purpose of this Policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract.

# II. Policy

A. **Application of Policy.** This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this Policy also apply to any subrecipient of the funds.

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

- B. Compliance with Federal Law. All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. Cumberland County will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the County have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.
- C. **Contract Award.** All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.
- D. **No Evasion.** No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.
- E. **Contract Requirements**. All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.
- F. Contractors' Conflict of Interest. Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.
- G. **Approval and Modification.** The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

#### III. General Procurement Standards and Procedures:

Either the Purchasing Department or the Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

- **A.** Necessity. Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The Purchasing Department and/or the Requesting Department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.
- **B.** Clear Specifications. All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.

- **C. Notice of Federal Funding.** All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.
- **D.** Compliance by Contractors. All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.
- **E. Fixed Price.** Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.
- **F.** Use of Brand Names. When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how the reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.
- **G.** Lease versus Purchase. Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.
- H. Dividing Contract for Minority/Women Business Enterprises (M/WBE) Participation. If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.
- I. Documentation. Documentation must be maintained by the Purchasing Department and/or the Requesting Department detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.
- **J.** Cost Estimate. For all procurements costing \$250,000 or more, the Purchasing Department and/or Requesting Department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by

Policy No. 3-3 Page 6

which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.

- **K.** Contract Requirements. The Requesting Department must prepare a written contract incorporating the provisions referenced in Section II.C of this Policy.
- **L. Debarment.** No contract shall be awarded to a contractor included on the federally debarred bidder's list.
- **M.** Contractor Oversight. The Requesting Department receiving the federal funding must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.
- **N. Open Competition.** Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.
- **O. Geographic Preference.** No contract shall be awarded on the basis of a geographic preference.

## IV. Specific Procurement Procedures

Either the Purchasing Department or the Requesting Department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

- **A.** Service Contracts except for Architectural/Engineering (A/E) professional services and Purchase Contracts costing less than \$30,000 shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:
  - 1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
  - 2. To the extent practicable, purchases must be distributed among qualified suppliers.
  - 3. The \$30,000 threshold for "micro-purchase" is allowed as long as the County qualifies as a low-risk auditee, in accordance with the criteria in \$200.520 according to the most recent audit, self-certifies annually, and maintains documentation to be made available to the Federal awarding agency and auditors upon request.
- **B.** Service Contracts (except for A/E professional services) and Purchase Contracts costing \$30,000 up to \$90,000 shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:
  - 1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).

- 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
- 3. Cost or price analysis is not required prior to soliciting bids.
- 4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
- 5. Award the contract to the lowest responsive, responsible bidder.
- **C. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing \$90,000 and above** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:
  - 1. Cost or price analysis is required prior to soliciting bids.
  - 2. Complete specifications or purchase description must be made available to all bidders.
  - 3. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
  - 4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
  - 5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
  - 6. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or employee. Any and all bids may be rejected only for "sound documented reasons."
- **D. Service Contracts** (except for A/E professional services) <u>costing \$250,000 and above</u> may be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)) when the "sealed bid" procedure is not appropriate for the particular type of service being sought. The procedures are as follows:
  - 1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an "adequate number" of qualified firms.
  - 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
  - 3. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
  - 4. Consider all responses to the publicized RFP to the maximum extent practical.
  - 5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
  - 6. Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP. Governing board approval is not required.
  - 7. Award the contract on a fixed-price or cost-reimbursement basis.

Subsection 3

- **E.** Construction and repair contracts costing less than \$30,000 shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:
  - 1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
  - 2. To the extent practicable, contracts must be distributed among qualified suppliers.
  - 3. The \$30,000 threshold for "micro-purchase" is allowed as long as the County qualifies as a low-risk auditee, in accordance with the criteria in \$200.520 according to the most recent audit, self-certifies annually, and maintains documentation to be made available to the Federal awarding agency and auditors upon request.
- **F.** Construction and repair contracts costing \$30,000 up to \$250,000 shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:
  - 1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
  - 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
  - 3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
  - 4. Award the contract on a fixed-price or not-to-exceed basis.
  - 5. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required.
- **G.** Construction and repair contracts costing \$250,000 up to \$500,000 shall be procured using the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) as follows:
  - 1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
  - 2. Complete specifications must be made available to all bidders.
  - 3. Publicly advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
  - 4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
  - 5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
  - 6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
  - 7. Award the contract on a firm fixed-price basis.

- 8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required. Any and all bids may be rejected only for "sound documented reasons."
- **H.** Construction and repair contracts costing \$500,000 and above shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:
  - 1. Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).
  - 2. Complete specifications must be made available to all bidders.
  - 3. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
  - 4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
  - 5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of 3 bids must be received in order to open all bids.
  - 6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.
  - 7. Award the contract on a firm fixed-price basis.
  - 8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required and cannot be delegated. The governing board may reject and all bids only for "sound documented reasons."
- I. Construction or repair contracts involving a building costing \$300,000 and above must comply with the following additional requirements under state law:
  - 1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
  - 2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
  - 3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).
- J. Contracts for Architectural and Engineering Services costing less than \$50,000 shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) when contracting for the purchase of services subject to the qualifications-based selection process in the Mini-Brooks Act; provided that such threshold shall apply to a contract only if the County has exercised an exemption to the Mini-Brooks Act, in writing, for a particular project pursuant to G.S. 143-64.32. If the exemption is not authorized, the micro-purchase threshold shall be \$0.

The threshold for "micro-purchase" is allowed as long as the County qualifies as a low-risk auditee, in accordance with the criteria in §200.520 according to the most recent audit, self-certifies annually, and maintains documentation to be made available to the Federal awarding agency and auditors upon request.

- K. Contracts for Architectural and Engineering Services costing \$50,000 up to \$250,000 shall be procured using the state "Mini-Brooks Act" requirements (G.S. 143-64.31) as follows:
  - 1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
  - 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321.
  - 3. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Purchasing Department and/or Requesting Department.
  - 4. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
  - 5. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successful, repeat negotiations with the second-best qualified firm.
  - 6. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.
- L. Contracts for Architectural and Engineering Services costing \$250,000 or more shall be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)(5)) as follows:
  - 1. Publicly advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
  - 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
  - 3. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ.
  - 4. Proposals must be solicited from an "adequate number of qualified sources" (an individual federal grantor agency may issue guidance interpreting "adequate number").
  - 5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
  - 6. Consider all responses to the publicized RFQ to the maximum extent practical.
  - 7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
  - 8. Price cannot be a factor in the initial selection of the most qualified firm.

- 9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successful, repeat negotiations with the second-best qualified firm.
- 10. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

# M. The following Bid Protest Procedures will apply to procurement processes when FTA (Federal Transit Administration) funds are to be used:

- 1. Bid documents must include written procedures that allow bidders or proposers to protest a procurement action. Notice of protest procedures must be available to all potential bidders or proposers, either by inclusion in the solicitation documents or available to the public.
- 2. Any party which is a prospective bidder, offeror, or contractor that is aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Request for Bid, Request for Proposal.
- 3. Any party which is an actual bidder, offeror, or contractor that is aggrieved by the award of a contract must submit a written protest within five (5) calendar days of contract award.
- 4. The protest must be submitted via email to the Cumberland County Purchasing Division at CumberlandPurchasing@cumberlandcountync.gov and must include all of the following information:
  - i. Name, address, telephone number, and email address of the protester.
  - ii. Signature of the protester or authorized agent.
  - iii. The bid name and number.
  - iv. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
  - v. Any supporting exhibits, evidence, or documents to substantiate any claims.
  - vi. All information establishing that the protester is an interested party for the purpose of filing a protest.
  - vii. The form of relief requested.
- 5. The Purchasing Director will notify NCDOT if a protest involves an FTA compliance issue within two (2) business days of receiving the protest.
- 6. After careful consideration of all relevant information, and consultation with the County Attorney, the Finance Director shall make a written decision.
- 7. A decision of the Finance Director may be appealed to the County Manager or appropriate Governing Board, depending on the type of bid. An appeal must be in writing and be delivered to the County Manager's Office, 117 Dick Street, Fayetteville, NC 28301, within seven (7) calendar days of the date of the Finance Director emailed decision.
- 8. Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

### V. Exceptions

Non-competitive contracts are allowed *only* under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

- **A. Sole Source**. A contract may be awarded without competitive bidding when the item is available from only one source. The Purchasing Department and/or Requesting Department shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.
- **B. Public Exigency.** A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.
- **C. Inadequate Competition.** A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.
- **D.** Federal Contract. A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.
- **E. Awarding Agency Approval.** A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.

<END>



### SOLID WASTE MANAGEMENT

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA L. BADER, PE, GENERAL MANAGER FOR NATURAL

**RESOURCES** 

**DATE:** 6/12/2024

SUBJECT: SERVICE AGREEMENT WITH SMITH GARDNER, INC. FOR LEACHATE TREATMENT PROJECT ENGINEERING REPORT

### **BACKGROUND**

At the March 18, 2024, Board of Commissioners meeting the board accepted the selection of Smith Gardner, Inc. as the best qualified engineering firm to provide solid waste water quality services. Attached to this memo is the Service Agreement with a not to exceed amount of \$105,000 for a Leachate Treatment Project Engineering Report. The County has been awarded funding for design and construction of a leachate treatment system for PFAS removal through the BIL Clean Water State Revolving Fund (SRF) Emerging Contaminants (EC) loan.

The funding for this engineering report is in the current budget for consultant services for the Solid Waste department.

At their June 13, 2024, Agenda Session meeting, the Board of Commissioners approved placing this item as a consent item on the June 17, 2024, Board of Commissioners' meeting agenda.

### RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the proposed action:

- 1. Approve the Service Agreement with Smith Gardner, Inc. in the amount of \$105,000.
- 2. Authorize the Chairman to execute the attached contract that has been audited and determined to be legally sufficient.

### **ATTACHMENTS:**

Description
Board Approval of Bid Award
Service Agreement

Type
Backup Material
Backup Material

CLOSE

# ACTION AGENDA CUMBERLAND COUNTY BOARD OF COMMISSIONERS COURTHOUSE - ROOM 118 MARCH 18, 2024 6:45 PM

INVOCATION - Vice Chairwoman Toni Stewart

EBONY CHISOLM PROVIDED THE INVOCATION AND LED THE PLEDGE OF ALLEGIANCE

PLEDGE OF ALLEGIANCE -

INTRODUCTION

Fayetteville-Cumberland Youth Council Members

FAYETTEVILLE-CUMBERLAND YOUTH COUNCIL MEMBERS WERE NOT IN ATTENDANCE

RECOGNITIONS

Fayetteville State University Hometown Bronco Queens

FAYETTEVILLE STATE UNIVERSITY HOMETOWN BRONCO QUEENS WERE RECOGNIZED BY THE BOARD OF COMMISSIONERS.

LITTLE MISS HOMETOWN BRONCO QUEEN QUEEN - MADISON MCLAUGHLIN FIRST RUNNER UP - ALYVIA ADDERLY

PRETEEN MISS HOMETOWN BRONCO QUEEN
QUEEN - KENNEDY MARIE WHITAKER
FIRST RUNNER UP - BAILEE SWINTON
SECOND RUNNER UP - SONIA ROSS
THIRD RUNNER UP - CHLOE JONES

Vice Chairwoman Dr. Toni Stewart on her Appointment to the State Health Coordinating Council

COMMISSIONER TONI STEWART WAS APPOINTED BY GOVERNOR ROY COOPER TO SERVE ON THE NORTH CAROLINA STATE HEALTH COORDINATING COUNCIL.

JUDGE TONI KING ADMINISTERED THE OATH TO COMMISSIONER STEWART.

### PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

AGENDA WAS APPROVED WITH ADDITION OF CLOSED SESSIONS FOR ATTORNEY-CLINT PRIVIELEGE PURSUANT TO NCGS 143.318.11(a)(3) AND ECONOMIC DEVELOPMENT MATTER PURSUANT TO NCGS 143.318.11(a)(4)

CONSENT AGENDA

A. Approval of Proclamation Recognizing March 2024 as Women's History Month

Approved

Approved

- B. Approval of Proclamation Recognizing March 2024 as Social Workers Month
- C. Approval of Formal Bid Award for Solid Waste Service Truck

THE BOARD OF COMMISSIONERS APPROVED AWARDING INVITATION TO BID NUMBER 24-9 SW TO PIEDMONT TRUCK CENTER, INC BASED ON LOWEST RESPONSIBLE BIDDER STANDARD OF AWARD

D. Approval of Formal Bid Award and Contract for Cumberland County Community Transportation Program Services

THE BOARD OF COMMISSIONERS APPROVED AWARD FOR CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM SERVICES TO B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT, INC AND CHAPMANS MANAGEMENT COMPANY USING THE UNIFORM GUIDLEINES BEST OVERALL STANDARD OF AWARD AND DELGATED AITHORITY TO THE COUNTY MANAGER TO SIGN ANY CONTRACT AMENDMENTS WITH B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT INC, AND CHAPMANS MANAGEMENT COMPANY AFTER APPROVAL OF PRE-AUDIT AND LEGAL SUFFICIENCY.

Approved

E. Approval of the Cumberland County Community Transportation Program (CTP) Public Transportation Agency Safety Plan (PTASP)

Approved

F. Approval of the Community Transportation Program (CTP) Americans with Disabilities Act (ADA) Policy

Approved

- G. Approval of FY24 Cumberland County Community Transportation Program (CTP) System Safety Plan (SSP) Updates
- H. Approval of 2023 Portable Radio Project Grant Award and Associated Budget Ordinance Amendment B#240221

THE BOARD OF COMMISSIONERS APPROVED BUDGET ORDINANCE AMENDMENT B#240221 TO RECOGNIZE GRANT FUNDS IN THE AMOUNT OF \$60,489 AND ACCEPTANCE OF GRANT AWARD FOR 2023 PORTABLE RADIO PROJECT AND AUTHORIZATION FOR COUNTY MANAGER TO SIGN THE GRANT AWARD AGREEMENT

I. Proof of Publication of Notice of Public Hearing Held March 4, 2024

### NO BOARD ACTION REQUIRED

Approved

J. Approval of Contract for Production Drive Extension and Site Preparation for Sandhills Road Industrial Site

Approved

- K. Approval of Budget Ordinance Amendments for the March 18, 2024 Board of Comissioners' Agenda
- L. Approval of Cumberland County Board of Commissioners Agenda Session Items
  - 1. Request for Qualifications (RFQ) for Solid Waste Gas Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE GAS SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

2. Request for Qualifications (RFQ) for Solid Waste Water Quality Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE WATER QUALITY SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVALAT FUTURE BOARD OF COMMISSIONERS MEETING.

3. Resolution to Accept NCDEQ Grant Award for Ann Street Landfill Sediment Ponds

THE BOARD OF COMMISSIONERS APPROVED THE RESOLUTION FOR THE ACCEPTANCE OF THE GRANT AWARD AND DESIGNATED THE COUNTY MANAGER AS THE AUTHORIZED REPRESENTATIVE FOR THE PROJECT

Approved

4. Fiscal Year 2024 Health Insurance Benefit Plan Changes

- 3. PUBLIC HEARINGS
  - A. Case # MH-6638-2023 Order to Demolish or Remove a Dilapidated Structure Located at 3376 King Charles Road, Fayetteville, NC

### THE BOARD OF COMMISSIONERS CONDUCTED A HEARING AND APPROVED THE DEMOLITION ORDER

### **Rezoning Cases**

Approved

- B. Case ZON-23-0035
- C. Case ZON-23-0037

DENIED THE REZONING REQUEST FROM R10 RESIDENTAL DISTRICT TO R6A RESIDENTIAL DISTRICT AND APPROVED THE ALTERNATE REZONING TO R20A RESIDENTIAL DISTRICT

D. Case ZON-24-0001

APPROVED THE REZONING REQUEST FROM R40A RESIDENTIAL DISTRICT TO R30 RESIDENTIAL DISTRICT AND APPROVAL IS AN AMENDMENT TO THE ADOPTED, CURRENT SOUTH-CENTRAL LAND USE PLAN

E. Case ZON-24-0002

APPROVED THE REZONING REQUEST FROM M(P) PLANNED INDUSTRIAL DISTRICT, C(P)/CU PLANNED COMMERCIAL CONDITIONAL USE DISTRICT, AND M(P)/CU PLANNED INDUSTRIAL CONDITIONAL USE DISTRICT TO C(P) PLANNED COMMERCIAL DISTRICT SUBJECT TO USE RESTRICTION OF CURRENT COLISEUM DEVELOPMENT OVERLAY

- ITEMS OF BUSINESS
  - A. Consideration of Proposed Schedule for Fiscal Year 2025 Budget Work Sessions and Budget Public Hearing

ADOPTED THE SCHEDULE FOR FY25 BUDGET WORK SESSIONS AND PUBLIC HEARING AS RECOMMENDED

B. Consideration of a Resolution from Community Development Foundation Requesting Funds to Provide Services for Developing the Black Voice and History Museum

THE BOARD OF COMMISSIONERS ADOPTED A MOTION TO ACCEPT THE RESOLUTION AND DIRECTED THE CONTRACT APPROVED JANUARY 16, 2024, BE SIGNED BY THE COUNTY MANAGER TO BECOME EFFECTIVE

C. Consideration of Design-Build Team Selection for Government Services Center Parking Deck

APPROVED SELECTION OF SAMET/CREECH AS THE PREFERRED CHOICE TO PROVIDE PROFESSIONAL SERVICES IN THE FORM OF A DESIGN-BUILD TEAM FOR THE GOVERNMENT SERVICES CENTER PARKING DECK PROJECT AND GRANT STAFF PERMISSION TO NEGOTIATE A CONTRACT FOR THESE SERVICES WHICH WILL BE PRESENTED TO THE BOARD FOR APPROVAL AT A FUTURE MEETING

- 5. NOMINATIONS
  - A. Civic Center Commission (3 Vacancies)

### NOMINEES:

DWIGHT THOMSPON JOSHUA CHOI KENNETH BURNS PETER PAPPAS JAMI MCLAUGHLIN

B. Fayetteville-Cumberland Human Relations Commission (4 Vacancies)

### NOMINEES:

SARAH BURTON MICHAEL LONG LAURA MUSSLER DONNA PELHAM C. Joint Fort Liberty & Cumberland County Food Policy Council (1 Vacancy)

### NOMINEE:

### JOYCE ADAMS

D. Cape Fear Valley Board of Trustees (1 Vacancy)

### NOMINEE:

### RYAN AUL

### DR. TORIKA FULLER

- 6. APPOINTMENTS
  - A. Home and Community Care Block Grant Committee (1 Vacancy)

### APPOINTED:

### SIGMA SMITH - AGING SERVICE PROVIDER

B. Mid-Carolina Aging Advisory Council (1 Vacancy)

### APPOINTED:

### **CHARLES MCLAURIN**

C. Farm Advisory Board (1 Vacancy)

### APPOINTED:

### JOEY SHORT

- CLOSED SESSION: If Needed
  - A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)
  - B. Economic Development Matter Pursuant to NCGS 143.318.11(a)(4)

### **ADJOURN**

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5



### SOLID WASTE MANAGEMENT

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024

TO:

**BOARD OF COUNTY COMMISSIONERS** 

FROM:

AMANDA L. BADER, P.E., GENERAL MANAGER FOR

**ENVIRONMENTAL RESOURCES** 

DATE:

3/14/2024

SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR SOLID WASTE WATER QUALITY SERVICES

### BACKGROUND

On February 1, 2024, the Solid Waste Department advertised a Request for Qualifications from engineering firms that provide water quality services. The County is seeking a qualified consultant to assist with the design on leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. The firm selected would assist the County with an initial project to provide professional services to design, permit, and bid new stormwater treatment ponds for the Ann Street Landfill. Firms had until February 15, 2024, to submit their Statement of Qualifications. There were two firms that responded, HDR Engineering, Inc. of the Carolinas and Smith Gardner, Inc. Staff reviewed the proposals and scored them separately. The scores were then summarized. Smith Gardner, Inc. had the highest score of the two firms and is qualified to be selected for the Solid Waste Water Quality Services.

At the March 14, 2024, Agenda Session meeting, the Board approved placing this item on the consent agenda at the March 18, 2024, Board of Commissioners' meeting.

### RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommended the proposed action:

- 1. Accept the selection of Smith Gardner, Inc. as the preferred choice for the Solid Waste Water Quality Services.
- 2. Grant permission to enter negotiations for detailed scope of work, cost of services and prepare contract

for approval at a future Board of Commissioners meeting.

### **ATTACHMENTS:**

Description

Summary Evaluation Sheet Solid Waste Water Quality Services

Type

Backup Material

# Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Water Quality Service Total Max Points (Per Vendor) 100

Evaluators Name:

Summary Sheet

Notes *Additional Notes Below*						
Total		100	76	0		
Firm References	15 Points Max	15	15			
Project Team Qualifications	15 Points Max 25 Points Max 15 Points Max	25	24			
Project Approach including Schedule	15 Points Max	15	13			
Firm Qualifications Relevant Experience	25 points Max	25	25			
Firm Qualifications	20 Points Max	20	20			
Vendors		Smith Gardner, Inc.	HDR of the Carolinas, Inc.			

\*If additional space is needed for notes, see attached

Vendors

		6	

# STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

### SERVICE AGREEMENT

This Agreement made this the day of April 2024, by and between the COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and SMITH GARDNER, INC., a business located at 14 N. Boylan Avenue, Raleigh, NC 27603 hereinafter referred to as VENDOR.

### WITNESSETH

WHEREAS, the COUNTY is in need of Solid Waste Water Quality Services at the Ann Street Landfill, and

WHEREAS, the COUNTY issued an RFQ, included as Attachment A and incorporated herein by reference, to Solid Waste Water Quality Services; and

WHEREAS, the COUNTY has determined, based on the Bid Response, included as *Attachment B* and incorporated herein by reference, provided by the VENDOR, that VENDOR can provide Solid Waste Water Quality Services to the County of Cumberland; and

WHEREAS, funds are available in the current fiscal year budget for the performance of said services.

NOW THEREFORE, the parties agree to the following terms and conditions:

PURPOSE: The COUNTY agrees to purchase, and the VENDOR agrees to provide the necessary services as set forth below.

TERM: The term of this Agreement shall be from execution date of this contract through, 30<sup>th</sup> day of June, 2024, unless sooner terminated or extended by mutual written agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

- A. The VENDOR has completed all services required.
- B. The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.
- C. The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

SERVICES: VENDOR shall perform such expert and technical services as are indicated above and as indicated in the proposal form attached and incorporated herein. VENDOR warrants that it shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited above. Insofar as practical, the VENDOR shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

INSURANCE AND LIABILITY: VENDOR represents that it has sufficient insurance coverage, and the VENDOR shall maintain such adequate insurance during the term of the agreement.

PRICE: This agreement shall not exceed total payment of \$105,000 over the term of the agreement.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of accurate invoice.

BENEFIT: This Agreement shall be binding upon and it shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.

ASSIGNMENT: The VENDOR shall not assign all or any part its contract rights under this Agreement, nor delegate any performance hereunder, nor subcontract, without first obtaining the COUNTY's written approval.

COMPLIANCE WITH LAW: The VENDOR agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

AGENCY AND AUTHORITY: The COUNTY hereby designates the General Manager of Natural Resources as its exclusive agent with respect to this Agreement. The General Manager of Natural Resources as is authorized, on behalf of the COUNTY, to negotiate directly with the VENDOR on all matters pertaining to this Agreement. The VENDOR agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the General Manager of Natural Resources. Further, the VENDOR specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled MODIFICATIONS.

REMEDIES: If either party shall default with respect to any performance hereunder, it shall be liable for reasonable damages as provided by law and for all costs and expenses incurred by the other party on account of such default. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy now or hereafter existing at law or in equity, or by statute, and may be enforced concurrently or from time to time.

APPLICABLE LAW: This Agreement shall be governed by the laws of the State of North Carolina. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement with appropriate venue being Cumberland County.

NOTICES: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail return receipt requested to the other party at the following addresses or to such other addresses as either party from time to time may designate in writing to the other party for receipt of notice:

VENDOR:

Smith Gardner, Inc. 14 N. Boylan Avenue Raleigh, NC 27603 COUNTY:

Amanda L. Bader, General Manager for Natural Resources 698 Ann Street Fayetteville, NC 28301

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

SEVERABILITY: If any term, duty, obligation or provision of this Agreement should be found invalid or unenforceable, such finding shall not affect the validity of any other terms, duties, obligations, and provisions, which shall remain valid, enforceable and in full force and effect.

MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

MERGER CLAUSE: The parties intend this instrument as a final expression of their Agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior Agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon making this Agreement other than those specifically set forth herein.

DISPUTE RESOLUTION: The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Agreement through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, approved by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

INDEPENDENT CONTRACTOR: VENDOR is an independent CONTRACTOR and not an agent, officer or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or on behalf of the COUNTY. The relationship of VENDOR with the COUNTY is as an "independent contractor" as that term is defined by the law of the State of North Carolina.

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

IRAN DIVESTMENT ACT CERTIFICATION: Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY: CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

COUNTY OF CUMBERLAND
BY:
GLENN ADAMS, Chairman  Board of County Commissioners
BY: Pieter K. Scheer, Vice President
Approved for Legal Sufficiency upon formal execution by all parties  Pung 2 Monafile  County Attorney's Office

SMITH: GARDNER ADDRESS TEL WEB
14 N. Boytan Avenue, Raleigh NC 27603 919.828.0577 www.smithgardnerinc.com

April 20, 2024

Ms. Amanda L. Bader, P.E., Director Cumberland County Solid Waste Management Department 698 Ann Street Fayetteville, NC 28301

RE: Engineering Services Proposal Cumberland County - Ann Street Landfill Leachate Treatment Project Engineering Report

### Dear Amanda:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for engineering services related to completing an alternatives evaluation and preparation of the Engineering Reports/Environmental Information Documents for PFAS removal from landfill leachate at the Ann Street Landfill, Cumberland County NC (County). The County has been awarded funding for design and construction of a leachate treatment system for PFAS removal through the BIL Clean Water State Revolving Fund (SRF) Emerging Contaminants (EC) loan. To remain eligible for funding, the County is required to submit the Engineering Report by July 1, 2024.

### BACKGROUND

The discharge of PFAS in landfill leachate represents a significant and relatively concentrated point source of PFAS discharge to the Fayetteville Cross Creek Water Reclamation Facility (CCWRF). It is anticipated that CCWRF will be establishing requirements for reduction of PFAS in the leachate discharge and the County has committed to substantially reduce the PFAS in its discharge. This phase of work involves the evaluation of four possible treatment alternatives for consideration in the removal of PFAS from landfill leachate. The objective of this work is to achieve drinking water criteria concentrations for the regulated drinking water parameters, as required by the SRF EC loan criteria.

On April 10, 2024, EPA announced the final National Primary Drinking Water Regulation for six PFAS. These are as shown in Table 1:

Table 1: EPA Drinking Water Criteria 2024

Compound	Final MCLG (ppt)	Final MCL (enforceable) (ppt)	
PFOA	0	4.0	
PFOS	0	4.0	
PFHxS	10	10	
PFNA	10	10	
HFPO-DA (Gen-X)	10	10	

Ms. Amanda Bader, P.E. April 20, 2024 Page 2 of 6

Mixtures containing two or more of PFHxS,	(unitless) azard	l (unitless) Hazard
PFNA, HFPO-DA	Index	Index
and PFBS		

In comparison, the concentrations of these parameters observed in the foam fractionation pilot study of May 2022 performed by HDR indicated the concentrations of these parameters present in the landfill leachate were as shown in Table 2.

Table 2: Influent Characteristics to Pilot System

Compound	Concentration (ppt)		
PF0A	276		
PFOS	994		
PFHxS	89		
PFNA	116		
HFPO-DA (Gen-X)	925		

As shown the PFAS concentration of raw leachate is 2 to 3 orders of magnitude higher than the drinking water criteria.

This proposal is for services on a time and expense basis with a not-to-exceed limitation without prior approval. All services will be coordinated with you and shall include the following scope of services.

### SCOPE OF SERVICES

S+G will subcontract the services of HDR to provide process design and evaluation. S+G, and its subconsultants, will perform the following services:

Four alternatives will be considered for the treatment of the leachate. The four options are:

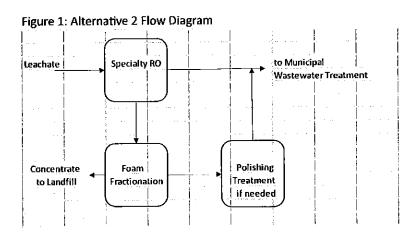
### 1. No Action

In this option, no additional treatment would be provided for the Ann Street landfill leachate. The rate of removal and dilution across the POTW would be evaluated and effluent concentrations from the POTW would be calculated, based on available POTW data and typical PFAS concentrations in domestic wastewater. This will serve as a baseline for evaluation of the other options, and to measure the benefit to the POTW discharge of providing treatment.

2. Rochem or VSEP Reverse Osmosis (RO) with Foam Fractionation of concentrate.

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> In this option, leachate would be sent (after initial pretreatment for solids removal if indicated by the vendor) to a specialty RO unit designed to accept wastewater with substantial contamination. This approach has been used successfully at other landfills, but consideration will be given to if the process has had operational or performance challenged at a landfill and the root causes of the challenges. The RO concentrate from this process could be 10% to 40% of forward flow, which represents a significant quantity of liquid to be solidified or recirculated back in to the landfill waste mass. This alternative includes further concentration of PFAS in the RO reject stream through foam fractionation. The blended RO permeate and foam fractionation effluent will be evaluated to determine if the drinking water criteria can be met using this approach. If the blended streams exceed the drinking water criteria, consideration will be given to (1) the impact of the combined effluent stream on the POTW, and (2) potential polishing steps to improve removal of the remaining PFAS. The foam fractionation concentrate stream would be expected to be less than 1 qpm and would be recycled to the landfill in this scenario. A final variant on this scenario is the provision of a biological treatment process (membrane bioreactor) to remove



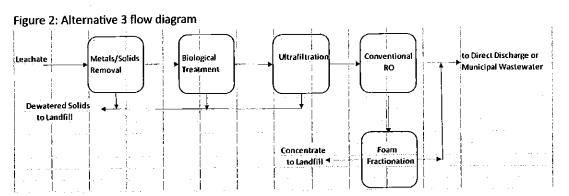
organics from the foam fractionation effluent, for discharge to CCWRF or to surface water under a separate direct discharger permit. Figure 1 shows a possible flow diagram of this type of approach.

3. Conventional treatment followed by UF/spiral wound RO with foam fractionation of RO concentrate. This option takes the very conservative approach of providing the treatment sequence of solids and metals removal, biological treatment for organics and nitrogen removal, ultrafiltration and spiral wound reverse osmosis to produce a high-quality effluent. The RO concentrate would be treated further by foam fractionation as above for additional PFAS concentration and return to the landfill. Foam Fractionation effluent would either be blended with the

Ms. Amanda Bader, P.E. April 20, 2024 Page 4 of 6

> RO permeate or it could be polished for additional PFAS removal using granular activated carbon (GAC). In this alternative polishing with GAC would be viable since biological treatment and disinfection would have oxidized most organic material that would compete for absorption sites with the PFAS molecules prior to membrane filtration.

Figure 2 shows a typical flow diagram that could result from this alternative.



### 4. Conventional treatment followed by GAC

In this alternative, the same pretreatment train described above (metals/solids/organics removal) would be followed by a form of filtration and GAC for removal of PFAS. This would provide the advantage of not recycling PFAS back to the landfill but would likely result in a high cost for GAC consumption and replacement. The flow diagram for a possible configuration of this option is shown below as Figure

Figure 3: Alternative 4 Flow Diagram Activated Filtration Biological Leachate Metals/Solids Carbon

to Direct Discharge or Municipal Wastewater Treatment Removal Dewatered Solids to Landfill

For each of these alternatives, the evaluation would be based on existing pilot data and operating data from other plants, information provided by vendors for similar installations, and engineering calculations. The components of the evaluation for each option would be:

- 1. Process Calculations, PFD and Mass Balance Development
- 2. Equipment Sizing and General Arrangement Drawing
- Capital Cost Estimate

Ms. Amanda Bader, P.E. April 20, 2024 Page 5 of 6

- 4. Operating Cost Estimate
- 5. Technical memo with all of the above and an evaluation of risks.

S+G and its subconsultant, HDR, will prepare the Engineering Reports/Environmental Information Document for submittal to NCDEQ on or before July 1, 2024. The ER-EID will include the following information and supporting documentation.

- 1. Executive Summary
- 2. Current Situation
- 3. Future Situation
- 4. Need and Purpose
- 5. Alternatives Analysis
- 6. Proposed Project Description
- 7. Environmental Information Document
- 8. Financial Analysis
- 9. Public Participation

### BUDGET

S+G proposes to undertake the above scope on a time and materials basis for the not to exceed total budget amount as itemized by task in the table below. S+G will keep the County informed of our budget status and will not exceed the proposed budget without prior approval.

	Consultant		Budget
S+G			\$25,000
HDR			\$80,000
		Total Budget:	\$105,000

### **SCHEOULE**

S+G, and our subconsultant, are available to proceed with implementation of this proposal upon your approval and issuance of a purchase order. The schedule is anticipated at 10 weeks with the deadline of July 1st per the SRF-EC loan requirements.

### **ASSUMPTIONS**

Progress and milestone meetings will be assumed as virtual where no site visit is necessary. Process validation and bench testing is not assumed in this phase of the project and would occur under separate scope. Similarly, construction stage

Ms. Amanda Bader, P.E. April 20, 2024 Page 6 of 6

designs, drawings, and specifications will be under separate scope once final evaluation and selection of the desired alternative is selected.

### APPROVAL

Should you be in agreement with this proposed scope, budget and schedule, please assign a Purchase Order Number or note by initial here \_\_\_\_\_\_and transmit the number to S+G.

We appreciate the opportunity to continue our relationship with Cumberland County. If you have any questions, or require further information, please contact us at (919) 828-0577 or by email below.

Sincerely, **SMITH GARDNER, INC.** 

— DocuSigned by:

John ปี เรื่องกับ เรียบ เรียบ เรียบ เรื่องกับ เรื่องกับ เรียบ เรียบ

cc: File

--- DocuSigned by:

Stacy U. Smith
Stacey A. Smith, P.E.
Senior Engineer (ext. 127)
stacey(dsmithgardnerinc.com

# Attachment A



### REQUEST FOR QUALIFICATIONS (RFQ)

### Solid Water Quality Services

Cumberland County invites qualified engineering firms to submit responses to this Request for Qualifications to provide engineering services for water quality compliance for solid waste facilities in Cumberland County. The scope of services includes, but is not limited to, the design of leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. Eligible firms must have the ability to conduct all activities associated with Water Quality Compliance at a Solid Waste Facility.

These services may or will include assistance with applications to Federal and/or State agencies for funding, public outreach, modeling, studies, negotiation of agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The initial project is to provide professional services to design, permit, and bid new stormwater treatment ponds for the Ann Street landfill. The County operates the Ann Street Landfill in accordance with Facility Permit No. 261-MSWLF-1997. The permit includes the construction and operation of sediment (or stormwater) ponds for the management of stormwater run-off from the various areas of the site. There are five ponds located on the site to reduce the peak stormwater discharges from the site. Sampling from Sediment Pond No. 2 and No. 3 indicates a need to reduce the concentrations of total suspended solids, ammonia and TKN in the discharge from the ponds and its potential impacts on Cross Creek and the Cape Fear River downstream. Because of the complexity of the Ann Street site with pre-regulatory and regulatory facilities, the firm should have expertise with Solid Waste Facilities.

The PER for the stormwater ponds is attached.

### Additional Technical Expertise

- Funding experience with SRF, USDA-RD, FEMA, and other applicable funding agencies
- Industrial Use Wastewater, Sampling, Monitoring, Permitting and Compliance
- Leachate Treatment Design
- Hydrogeological Services for Solid Waste Facilities
- Contaminant Transport Studies
- Groundwater and Soil Remediation Experience

- Stormwater Pollution Prevention Control
- Spill Prevention Control and Countermeasures
- Hydrogeological Mapping for Solid Waste Facilities
- Dewatering Design for Solid Waste Facilities
- Groundwater compliance monitoring for pre-regulatory sites and active sites
- NPDES Permit Compliance for Solid Waste Facilities, including Landfill and Compost
- Surface Water Sampling
- Operation and Maintenance Assistance
- Permitting, design, bidding and construction administration and construction inspection of landfill gas projects
- Supervisory Control and Data Acquisition

### MINIMUM QUALIFICATIONS

- 1. The respondent shall have a minimum of 5 years of experience in water system design.
- 2. Qualifications of Professional Staff Identify the key engagement partners, managers, and other staff members who would be assigned to the project and indicate their qualifications.
- 3. Subcontractors Please clearly indicate whether subcontractors will be used in fulfilling the proposal. If the firm plans to use subcontractors, please provide an overview of the firm, project involvement, qualifications of staff, and the percentage of work you anticipate them to complete.

### SUBMITTAL REQUIREMENTS

The submittal shall be provided on 8.5" x 11" paper with a maximum of twenty-five (25) standard typewritten pages, font size 11 or larger (not including front or back covers, table of contents and cover letter). This page limit includes tabs and other dividers. Double-sided pages will be counted as two (2) pages. The outline below shall be followed as a template for the report and the overall information that is required with each submittal:

- 1. Firm name, address, telephone numbers, year established and brief history of the firm.
- 2. Provide a copy of the firm's licensure and Certificate(s) of Insurance.
- 3. The firm's related experience in managing federally funded local projects.
- 4. Types of services customarily provided by the firm.

- 5. Name and resume of Project Manager to be assigned to this project.
- 6. Number of staff available for this assignment and their qualifications.
- 7. Identify if the firm is classified as a Disadvantaged Business Enterprise under the EPA's criteria. Identify if any of the subcontractors are classified as a Disadvantaged Business Enterprise. Under EPA's 8% statute (Public Law 102-389, 42 U.S.C. 4370d), an entity must establish that it is owned or controlled by socially and economically disadvantaged individuals who are of good character and citizens of the United States. The statute presumes women to be socially and economically disadvantaged individuals. Public Law 102-389, 42 U.S.C. 4370d, provides for an 8% objective for awarding contracts under EPA financial assistance agreements to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including Historically Black Colleges and Universities (HBCU) and women.
- 8. Names of outside consultants, if any, who would be retained to provide services required for this project and the percentages of services that the sub-consultant would provide.
- 9. The firm's prior experience with similar projects. Highlight and provide governmental references for past projects within the last three years. Please include a brief description of each project, original timeline to completion, final timeline to completion, original project cost estimate, final project cost, and a contact name, address, and phone number of a reference for each project listed.
- 10. Describe in detail the firm's project deliverables to Cumberland County and the benefit of each and how the County can use this information moving forward.
- 11. List of current projects underway and the estimated cost and completion date of each.
- 12. The proposed time in which the firm foresees to complete the work based on the information provided in the scope of services.

Cumberland County reserves the right to request interviews of selected proposers, to make selections based on initial proposals, or to reject all proposals submitted.

Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the following State contracting requirements:

**E-VERIFY**. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes and shall require any subcontractors to do so.

IRAN DIVESTMENT ACT CERTIFICATION. Contractor shall certify that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the Federal contracting requirements set forth below and on the attached Statement of Federal Terms & Conditions:

This solicitation is for services that will be funded through a State Revolving Fund (SRF) loan and therefore all contracted consultants and subconsultants must be eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions.

Responder and its Principals and subcontractors must not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification through the  $\pm$  that they are not listed by enclosing a printout of the search results that includes the record date with the proposal.

Responder must provide a Statement of Conflict(s) of Interest (if any) Responder or its Principals or subcontractors may have regarding the provision of these services, and a plan for mitigating the conflict(s). Note that the County may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.

All interested firms shall submit five (5) hard copies and one (1) USB flash drive containing a PDF of their Statement of Qualifications no later than 2:00 PM, Thursday, February 15, 2024. Late submittals will not be considered.

Qualifications packages shall be mailed or personally delivered to:

Cumberland County Solid Waste Attention: Amanda Lee Bader, PE, General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

### EVALUATION AND AWARD OF PROJECTS

The County will consider and evaluate Qualification Packages in accordance with N.C.G.S. 143-64.31. As part of the evaluation process, the County reserves the right to request additional information and/or interview any or all firms.

The Cumberland County Selection Committee shall review the Statements of Qualifications and shall select the best qualified individual or firm in their estimation based on the identified criteria for this project. The Committee may establish a short-list and schedule interviews with those firms if necessary. Selection criteria shall include:

- Firm Qualifications (20%)
- Relevant Experience (25%)
- Project Approach including Schedule (15%)
- Project Team Qualifications (25%) and
- Firm References (15%).

Once Cumberland County has completed their evaluation, they will rank the most qualified firms in order. Cumberland County will attempt to negotiate reasonable fees with the most qualified firm. If such negotiations are not successful Cumberland County will attempt to negotiate with the next most qualified firm until an agreement can be made.

**QUESTIONS** 

After the Request for Qualifications has been advertised, all communications between the Issuing Department and prospective Firms shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to the attention of Amy Hall, Public Utilities Specialist, by e-mail to <a href="mailto:abader@cumberlandcountync.gov">abader@cumberlandcountync.gov</a>, no later than 2:00 PM, Thursday, February 8, 2024. Questions received after this date and time will not be considered for response.

Upon receipt of questions, an Addendum will be issued if deemed necessary. A signed copy of each addendum must be included in the proposal package (the signed addendum will not be counted towards the page limit). Prospective firms are strictly prohibited from contacting County officials or employees regarding this Request for Qualifications, except in the manner described above. Violation of this provision may result in disqualification of the firm's submittal.

### Attachments:

- A. Execution of Proposal
- B. Certification Regarding Lobbying
- C. Noncollusion Affidavit
- D. Federal Required Contract Clauses
- E. Evaluation Sheet

### ATTACHMENT A: EXECUTION OF PROPOSAL

### **EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor	certifies and/or understand	s the following by	placing an "X" in all	blank spaces:
	The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.			
	This proposal was signed	by an authorized	representative of the	Contractor.
	The potential Contractor and supplies associated w			
<del></del>	All labor costs associated direct and indirect costs.	with this project	have been determined	, including all
	The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.			
undersigned offers and a Vendor agrees to hold fi	Selection of a contract qualifications of the vertical binding acceptance off Commissioners, or its description of the vertical commissioners, or its description of the foregoing RFI agrees to furnish the service of the contract of the co	ndor. Vendor untiler occurs untilesignee, executes a P, and subject to the prices execution.	nderstands and agrees the Cumberland Co formal contract and/o all terms and condit quoted within the tim	s that no legally bunty Board of r purchase order. ions thereof, the eframe required.
VENDOR:	<u> </u>			
STREET ADDRESS:	<del>_</del>		P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:			TELEPHONE NUMBER:	TOLL FREE TEL. NO:
	BUSINESS ADDRESS	IF DIFFEREN	FROM ABOVE (S	SEE INSTRUCTIONS TO
VENDORS ITEM #10):	OF DEDGON GIGNING	NIDELLIEOE	LEAN ME ADED.	
PRINT NAME & TITLE VENDOR:	OF PERSON SIGNING (	IN BEHALF OF	FAX NUMBER:	
VENDOR'S AUTHORI	ZED SIGNATURE:	DATE:	EMAIL:	
		<u> </u>	I	

### ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

### This form is required only for purchases of more than \$100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

each statement of its certification	, certifies or affirms the truthfulness and accuracy of n and disclosure, if any. In addition, the Contractor understands 31 U.S.C. Chap. 38, Administrative Remedies for False Claims tification and disclosure, if any.
Signature of Contractor's Autho	rized Official
Name and Title of Contractor's	Authorized Official
Date	

## ATTACHMENT C: NONCOLLUSION AFFIDAVIT

# NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

	, being first duly	y sworn, deposes and says that:
He/She is the submitted the attached proposal	of l.	the proposer that has
	pecting the preparati	ion and contents of the attached proposal and of al.
3. Such proposal is genuine and	l is not a collusive o	or sham proposal.
employees or parties in interest, or agreed, directly or indirectly sham proposal in connection w or to refrain from proposing in indirectly sought by agreement proposer, firm or person to fix to or to fix any overhead, profit of proposer or to secure through advantage against the County of the price or prices quoted in collusion, conspiracy, connivation.	including this affiance, with any other parties of the contract for the connection with some or collusion of the price or prices in cost element of the collusion, conspired for comberland or any other attached propositions or unlawful agreement or unlawful agreement.	cers, partners, owners, agents, representatives, nt, has in any way colluded, conspired, connived roposer firm or person to submit a collusive or which the attached proposal has been submitted such contract, or has in any manner, directly or communication or conference with any other the attached proposal or of any other proposers, the proposal price of the proposal of any other iracy, connivance or unlawful agreement any y person interested in the proposed contract; and sal are fair and proper and are not tainted by any reement on the part of the proposer or any of its
		ties in interest, including this affiant.
Signature		
Printed Name:		
Title:		<u>.</u>
Date:		
Subscribed and Sworn to Before	re Me,	
This day of		_
Notary Public		_
My Commission Expires:		

# ATTACHMENT D: FEDERAL REQUIRED CONTRACT CLAUSES

!IMPORTANT NOTE! The clauses below may not be modified or deleted under any circumstance. These are required contract clauses mandated by the Federal Government.

This Attachment D is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

### 1. Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

### 2. Contractor Compliance

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

### 3. Conflict of Interest

The Contractor must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

### 4. Mandatory Disclosures

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

### 5. Clean Air Act and The Federal Water Pollution Control Act

### Clean Air Act:

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act:

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### 6. Access to Records and Reports

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### 7. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### 8. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

### 9. Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

### 10. Termination

- (1) Termination Without Cause. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.
- (2) Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

(3) Additional Grounds for Default Termination by the County. By giving written notice to the Contractor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

- (4) Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.
- (5) No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.
- (6) Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- (7) No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- (8) Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

(9) Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

#### 11. Remedies

- (1) Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.
- (2) Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

- (3) Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.
- (4) Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that

the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction in Cumberland County, North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

- (5) Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.
- (6) Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

### 12. Debarment and Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 13. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 14. Davis-Bacon Requirements

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

#### 15. Copeland "Anti-Kickback" Act

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

## 16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 17. Rights to Inventions Made Under a Contract or Agreement

#### Patent and Rights in Data

Contracts involving experimental, developmental, or research work.

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

- (1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
- (2) Any subject data developed under that contract, whether or not a copyright has been obtained; and
- (3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.
- (4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been

obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

- (5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- (6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
- (8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.
- (9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- (10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

- (1) General If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.
- (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

### 18. Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements.
- · At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### 19. Safeguarding Personal Identifiable Information:

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

#### 20. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Page 4 of 5 (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## 21. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

## 22. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

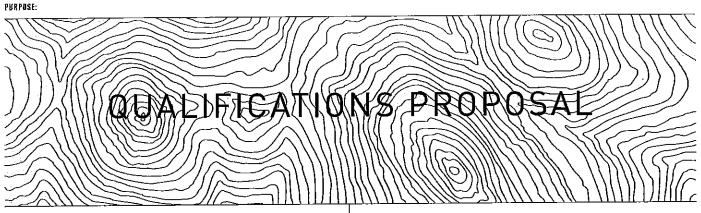
Evaluation Sheet - Engineering Services - Camberland County Solid Waste Gas Services Total Max Points (Per Vendor) 100

*Additional Notes Below*	Total	Firm References 15 Points Max ached	Qualifications  25 Points Max  26 Points Max  forces  for notes, see atta	Additional Notes  Project Team including Qualifications Schedule  Outsifications Firm 15 Points Max	Releva 251	Firm Qualifications 20 Points Max	Vendors
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Notes *Additional Notes Below*	Total	Firm References	Project Team Qualifications			Firm Qualifications	Vendors

Evaluators Name:

# Attachment B

# **SMITH GARDNER**



CLIENT:

CUMBERLAND COUNTY, NORTH CAROLINA PREPAREO IN RESPONSE TO:

REQUEST FOR QUALIFICATIONS SOLID WASTE WATER QUALITY SERVICES



DocuSign Envelope ID: CEC4BD43-72D1-48B6-9608-C2B885E75CED

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

**CORPORATE ADDRESS** 

14 N. Boylan Ave., Raleigh, NC 27603

TELEPHONE 919,828,0577

FAX 919.828.3899 02/08/2024

SMITH&GARDNER ENGINEERS

February 08, 2024

Cumberland County Solid Waste

Attention: Amanda Lee Bader, P.E., General Manager for Natural Resources

698 Ann Street

Fayetteville, North Carolina 28301

Request for Qualifications RE:

**Solid Waste Water Quality Services** 

Dear Ms. Bader.

Smith Gardner, Inc. (S+G) is pleased to submit the attached Statement of Qualifications (SOQ) for Solid Waste Water Quality Services for Cumberland County. With staff exclusively dedicated to the solid waste and environmental industries, we trust you will find that S+G's team is uniquely qualified to provide the County with the following benefits:

Proven Solid Waste Experience - S+G has focused on solid waste and environmental industries for over 30 years providing consulting, engineering and monitoring services that align with the County's current needs. From our significant monitoring, assessment and remediation experience to our expertise in environmental compliance we have a group of professionals ready to partner with the County.

Proximity to and familiarity with NCDEQ and Cumberland County - S+G has partnered with numerous counties and municipalities within the State and have developed a strong rapport with NCDEQ staff that are located less than one-mile from our office. Additionally, our work with Cumberland County for the past four (4) years gives us a thorough understanding of the County's solid waste challenges and opportunities.

Our experts are your experts - Having focused solely on providing innovative and appropriate engineering and environmental services for the solid waste industry for over 30 years our staff are highly experienced. When you work with S+G, you work with experts, and some of our most seasoned professionals will continue to work on your project.

If S+G is awarded the contract, we certify that we, and our sub-contractors, will comply with the E-Verify requirements and we certify that our firm is not, nor are any of it's sub-contractors, on the Iran Final Divestment List.

S+G also certifies that the firm, and sub-contractors, are eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions. The EPLS for SAM is attached at the end of this qualifications package.

Based upon our understanding of the County's program and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. S+G appreciates the opportunity to submit our SOQ and we welcome the opportunity to discuss our qualifications. Should you have any questions, please contact us at (919) 828-0577.

Sincerely,

SMITH GARDNER, INC.

Stacey A. Smith, P.E. President, Senior Engineer (919) 828-0577 ext. 127 stacey@smithgardnerinc.com

DocuStaned by: B9779FBA711F488

Joan A. Smyth, P.G. Vice President, Senior Hydrogeologist (919) 815-1494 joan@smithgardnerinc.com

www.smithgardnerinc.com

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CERTIFICATES OF INSURANCE

APPENDIX B - SAM/EPLS LIST

## RESOURCE MANAGEMENT

Solid, Hazardous, and Industrial Waste Pre-Project Due Diligence and Planning Site Characterization and Site Studies Facility Design and Permitting Landfills; New Cells, Expansion Cells Transfer Stations, Convenience Centers Operations Support **Education and Training** Peer Review/Expert Witness Project Procurement and Construction **Bid Procurement** Construction Administration & CQA Budgeting, Feasibility and Financial Modeling Facility Closure and Post-Closure

## NEDIMENT :

Renewable Energy

**Biomass** 

Solar

Landfill Gas

**Compost Materials** 

Facilities Design, Permitting, Construction and CQA Feasibility Studies & Implementation:

Compost Facility

Material Recovery Facility

LFG Systems for Beneficial Use

Site Redevelopment

Waste Characterization

Auditing

**Waste Reduction** 

Solid Waste Facility Mining

## 

**Environmental Site Assessment** 

Phase I and Phase 2 ESAs

Water Quality

**Environmental Monitoring and Compliance** 

Monitoring System Besign and Permitting

Groundwater and Surface Water

Methane Gas

Risk Management

Remedial Design and Implementation

Permitting

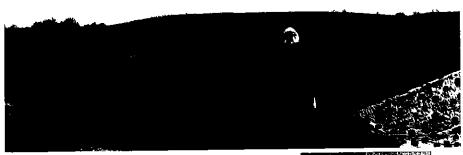
Groundwater and Surface Water

Methane Gas

Remediation System Operations and Optimization

Air Quality Permitting and Compliance

Asbestos Management and Compliance



## SMITH GARDNER, INC.

Stacey A. Smith, P.E. President, Senior Engineer 14 N. Boylan Ave. Raleigh, NC 27603 Telephone: (919) 828-0577 stacev@smithgardnerinc.com



## INTRODUCTION

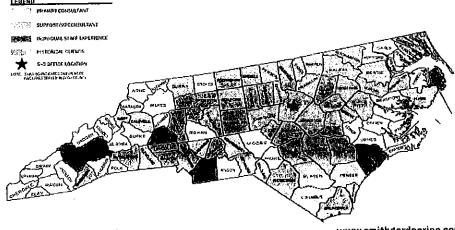
Smith Gardner, Inc. (S+G) is an employee owned firm specializing in the solid waste and environmental consulting industry. Since our incorporation in 1991, we have focused on providing innovative, cost effective solutions to solid waste challenges throughout the US for a variety of clients. With over 40 employees, most key staff have several decades of experience in the solid waste industry.

The services listed under Resource Management, Recovery, and Remediation (left) are services we provide every day to optimize solid waste management and plan for the future. S+G's work has resulted in many technical advances in design, closure, and remediation, combining classic civil/geotechnical engineering with technological innovation in geosynthetics to develop cost-effective solid waste disposal solutions.

Our commitment to the solid waste and environmental industry is evident in everything we do including our involvement with the Environmental Research & Education Foundation (EREF), National Waste and Recycling Association (NWRA), the Solid Waste Association of North America (SWANA), and the Carolinas Recycling Association (CRA).

## WHERE WE WORK

S+G consults for clients across North Carolina, South Carolina, Georgia, Tennessee, and Virginia. Our clients in North Carolina are shown below.



#### **OUR MISSION**

S+6's mission is to provide our clients with innovative, yet sensible solutions by being highly responsive, detail-oriented, and employing effective communications.



### PROJECT UNDERSTANDING

S+G understands this RFQ is for professional services for water quality compliance at the Ann Street Landfill and other solid waste facilities in Cumberland County. We further understand these services include the design of leachate, surface water, groundwater, and stormwater collection and treatment system improvements, in addition to required monitoring, reporting, and permitting activities at a solid waste facility. Our detailed project approach is outlined below.

#### Stormwater Improvements Project

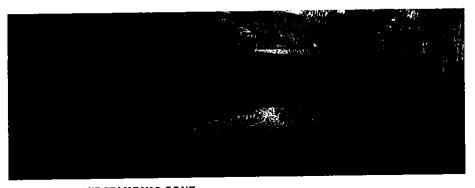
S+G has decades of experience designing, permitting, bidding and overseeing construction of water quality basins at solid waste facilities. Our designs have included temperature reduction for trout stream waters, increase of dissolved oxygen, as well as understanding the impacts of discharge from solid waste, landfill covers, and compost facilities. We understand and have followed the ARP funding approval through the Clean Water State Revolving Fund (SRF) for stormwater basin improvements with the goal to improve water quality and lower TSS, ammonia and TKN in the sedimentation basins.

The proposal includes (among other alternatives) enhancement to existing basins #2 and #3 by providing a three (3) chamber pond including a forebay, center wetlands treatment, and lastly a dry basin discharge. S+G has prepared several stormwater models for the existing site as a part of the overall and long-term site development. These models would provide the basis for the improvements and work in conjunction with planned expansions of the site over the balefill and north into Milan Yards. A critical component of the wetlands treatment area will be the selection of appropriate vegetation that have been proven to survive in the Fayetteville Region as well as being tolerant and effective in nitrogen removal. S+G will consider the guidance provided in the NC Stormwater Design Manual for Stormwater Wetlands as well as current literature and research to best ensure success of the project. In consideration of the significant site improvements, our experience with the overall site development will assist in assuring the final development of the site in a consistent manner.

Deliverables for this project would include: preliminary and final construction design packages, bid procurement package and final construction quality assurance documentation.

#### **OUR VISION**

As an employee-owned company, Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments. We achieve this vision through teamwork, respect, accountability, integrity, and innovation. These values power everything we do.



PROJECT UNDERSTANDING CONT.

Industrial Use Wastewater - Sampling, Monitoring, Permitting and Compliance

S+G has been performing leachate sampling in compliance with the Industrial User Permit (IUP) since 2021. Our firm understands the complexity of meeting permit needs in conjunction with laboratory limitations due to the background interference. We have improved this process with internal spreadsheets to easily confirm that the proper chemicals were analyzed and whether there were any exceedances of permit requirements. We also recently (2023) applied for the IUP renewal with PWC which was renewed in late 2023 with added PFAS monitoring requirements. The site has exhibited no compliance issues under this permit since we began monitoring and we will continually strive to improve our process. We plan to further evaluate the sampling process during leachate treatment evaluation and design in order to streamline sample collection.

## Leachate Treatment Design

Leachate is a critical part of the overall management of the modern landfill. More recently, the industry has been faced with emerging compounds that include PFAS/PFOA which have been identified at all landfills across NC and the United States. S+G has been assisting our clients in obtaining and managing compliance for local Industrial User Permits. Our support also includes coordination and estimates of leachate generation projections, the changing characteristics of leachate and gas during the methanogenesis within the landfill, as well as, direct discharge NPDES permitting. Most recently, S+G has assisted a municipal landfill in designing, installing and startup of a Reverse Osmosis pre-treatment system to reduce the impact of these flourinated compounds in a local POTW. Furthermore, S+G has lead permitting and negotiations with NC DEQ DWR on a new direct discharge permit in Class C swamp waters of NC which includes two-pass Reverse Osmosis, Electro-oxidation, Granular Activated Carbon, and UV Disinfection as a part of the treatment train. S+G's experience at numerous landfill sites across the southeast provides access to various vendors, stream assessment experts, and industrial design specialists to best combat the unique wastewater at the Ann Street landfill.

For this project S+G would continue to work with the County to evaluate viable treatment options, and assist in design, bid procurement and construction administration. Deliverables for this project would include: treatment option evaluation reports, preliminary design and budgets, final construction design package, bid procurement documents and final construction quality assurance documents.

#### OUR PROMISE

The right environmental solutions delivered through innovation and efficiency for a better tomorrow. We accomplish this by leveraging our knowledge, experience, passion and commitment.



## PROJECT UNDERSTANDING CONT.

## Hydrogeological Monitoring for Solid Waste Facilities

S+G has been performing water quality services for Cumberland County at the Ann Street landfill since 2021 and for the solid waste industry in North Carolina since 1993. We understand the Ann Street facility has monitoring networks associated with the C&D over unlined MSW landfill, the lined MSW landfill and for impacts historically detected near the southern property line of the facility. Furthermore, we have recently received the results from the first PFAS monitoring event at the facility and understand how those results may affect future projects at the facility.

For general compliance, S+G would continue semi-annual monitoring of groundwater, surface water and leachate. However, to refine PFAS monitoring we would suggest additional monitoring for Chemours related constituents. Currently, GEL is the only lab in the region that analyzes these constituents and GEL is used by the NCDEQ for its studies of Chemours. We believe this additional monitoring may assist in pinpointing the source of impacts detected during the first monitoring event and may assist the County in recouping funds for leachate treatment and environmental response.

#### Monitoring Reports

S+G has extensive experience preparing semi-annual water quality monitoring reports and has prepared these for the Ann Street facility since 2021. Our reports meet NCDEQ submittal requirements which include preparation of potentiometric surface map, evaluation of constituents relative to water quality standards, and discussion of field methods and results. If selected we would continue to prepare these reports in accordance with NCDEQ requirements.

## Stormwater, NPDES and SPCC Compliance

S+G has significant experience with stormwater basin design, construction and management as well as NPDES and SPCC permitting, sampling and compliance. For the Cumberland County facilities, we will continue to work with the County to identify concerns and address them in a timely manner in accordance with the requirements. Deliverables will depend on the project however we will continue to assist the County with NPDES submittals and compliance.

#### **OUR VALUES**

Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments.

We achieve this through

- Teamwork
- Respect
- Accountability
- Integrity
- Innovation
- Involvement

These values power everything we do.



# PROJECT UNDERSTANDING CONT. Dewatering Design for Solid Waste Facilities

S+G has the most extensive dewatering design experience with solid waste facilities in North Carolina. Our work to create a gravity drainage system at the Sampson County Landfill consisted of groundwater flow modeling, installation of a drainage system to prove model outcomes and final design of landfill base grades based on documented water levels. S+G permitted this system through NCDEQ beginning in 2004 and permitted each cell thereafter incrementally. We believe the Ann Street Facility has many qualities for a successful dewatering project. Deliverables for this project would include: Detailed potentiometric surface evaluation, an aquifer pump test and groundwater modeling report, drainage system design documents, and other documents as may be required by the NCDEQ.

## Operation and Maintenance Assistance

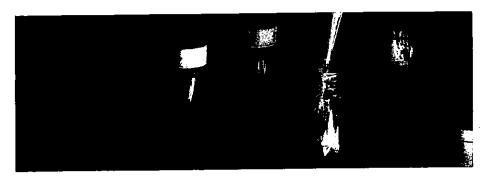
S+G has provided operation and maintenance assistance for the County since 2021 including construction support, construction oversight, and operations planning and support. Our team includes two former landfill managers (Mr. Scott Bost and Mr. Troy Mitchell) who can assist with any aspect of facility operations. Additionally, our sister-firm, Dogwood Industrial Services Co. (DISCO) can provide maintenance and repair support as needed. S+G's approach will be to continue to support and provide expertise for County operations and maintenance on an as-needed basis. Deliverables for this would be project dependent.

### Data Management

S+G utilizes a specialized database for management of water quality data that is compliant with NCDEQ requirements. Our database is also available to our clients as needed. Coordinating our databases with our GIS capabilities, we can create accurate figures of a variety of data types for our clients. We historically provided NCDEQ PFAS information to the County in this manner by providing data from the NCDEQ database on a map generated by GIS to make the data easy to understand.

#### **OUR FOCUS**

As specialists in resource recovery, we strive to offer our clients ways to utilize items that may be considered by others to be waste. Further we try to engineer our projects to turn negatives into positives for the long-term benefit of the site and the client.



## FIRM SERVICES

S+G specializes in providing comprehensive engineering and environmental services to the Solid Waste Industry. As a specialist in the field, we believe we are the most qualified firm to assist the County with your solid waste management and environmental needs. Some of our services include the following.

## Comprehensive Solid Waste Management Engineering

- Stormwater Management and Sedimentation Basin Design
- Sediment Basin Permitting
- Engineering Certification of Reports, Documents, and Submissions
- Bid Procurement and Construction Administration
- Engineering Reviews and Evaluations
- Local, State, and Federal Regulatory Compliance
- Budgetary, Financial and Enterprise Fund Planning, Management and Administration

## Comprehensive Environmental Consulting

- Water Quality Monitoring and Reporting
- Water Quality Assessment
- Groundwater Plume Evaluation
- Water Quality Remediation
- NPDES Stormwater Management
- Soil Impact Assessment
- Soil Impact Remediation
- Phase 1 and Phase 2 Environmental Site Assessments
- Remedial/Treatment Design and System Operations

## Water Quality Monitoring, Assessment and Remediation

S+G also has a wide variety of experience with monitoring assessment of groundwater quality at both active and closed facilities. Our team performs routine monitoring and reporting for landfills across the region. When necessary, we also perform water quality assessments to evaluate the horizontal and vertical extents of impact as well as potentially sensitive receptors. We also provide operational support for remedial strategies as necessary. In all instances, our efforts are geared toward providing the appropriate solution that accounts for the risks presented by the impact. Ms. Smyth is currently involved in the NCDEQ stakeholder group to review upcoming rules for PFAS and their impact on the solid waste industry.

Furthermore, we have a wide variety of water quality remediation experience and our team has designed and implemented several types of remediation systems including stormwater management systems, monitored natural attenuation, phytoremediation, bio-enhanced remediation and active collection and treatment systems.

#### **ENVIRONMENTAL RESPONSIBILITY**

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



#### FIRM SERVICES CONT.

#### Landfill Permitting and Design

S+G's focus on solid waste management has allowed us to design hundreds of landfill expansions including piggyback landfills, as well as landfills proposed as greenfield sites. As a landfill specialist, our firm provides turnkey design/construction service for all elements and features associated with solid waste management facilities including single, double, and composite liner systems; leachate collection/management systems; final covers; soil erosion control and stormwater management features; leachate storage facilities; and landfill gas collection & control systems.

## **Erosion and Sedimentation Control Permitting**

S+G has been providing engineering and plan preparation for erosion and sedimentation control for decades. Our knowledge of both local and state level ordinances is extensive and we understand the requirements of the Land Quality Section regarding submittals for this permitting process.

## NPDES Stormwater Permitting and Monitoring for Landfills

S+G professionals provide NPDES assistance to a variety of landfills including NPDES compliance and permitting. S+G has also performed numerous "Representative Outfall" requests to decrease the number of monitoring locations on a facility and realize savings.

## Leachate Management and Pre-Treatment

Leachate is an ongoing issue at many landfills that requires adaptability to changing chemistry to maintain compliance with discharge requirements. S+G has worked with NC State professor Mort Barlaz and others to better understand leachate reactions and dynamics to assist our clients with pretreatment to most effectively meet discharge requirements. With anticipated PFAS constituent requirements, we are working with several clients to evaluate leachate treatment technologies such as Reverse Osmosis and Foam Fractionation to prepare for upcoming discharge regulations that may require on-site treatment of leachate.

## Construction Administration and Quality Assurance

An integral part to solid waste management is Contract Administration and Construction Quality Assurance. S+G has administered over \$80 Million in landfill construction contracts over the past five years. Our Quality Assurance role includes geotechnical oversight to meet subgrade and liner specifications, as well as stormwater system construction oversight. We use subcontracted laboratories for material testing as needed.

## COMMITMENT

S+6 is committed to providing the best solid waste consulting for our clients. We understand that providing robust engineering design coupled with responsiveness and client satisfaction generates client loyalty and long term relationships.



# FIRM SERVICES CONT. Public Notices and Meetings

S+G has 30 years of experience managing public meetings from less formal informational sessions to formal Board of Commissioners presentations. Our senior staff has performed in this capacity and understands the necessity for clarity and brevity, as well as building productive rapport with both the public and elected officials. We also have experience preparing public notices and ensuring we meet all notice requirements.

## Regulatory Ligison

S+G has worked in the solid waste industry in North Carolina for over 30 years. During that time, we have developed a great rapport with the regulatory community. This rapport has allowed us to develop innovations in standard industry practice that have benefited our clients as well as the regulated community at large.

#### **Economic Planning and Forecasting**

S+G understands that the County has a successful history in developing long-range planning documents that serve to guide the public operations and plan for future expenditures and projected revenues. S+G has worked with many of our clients to assist in their short and long-term planning and development activities. S+G has provided organizational evaluations and developed financial pro forma models to project revenues and expenditures for solid waste operations for our public sector clients. Additionally, we assist our clients with financial assurance needs throughout the life and post-closure period of their landfill.

## **Grant Funding Applications**

S+G has assisted Cumberland County in the pursuit of grant funding for projects, most recently including the NCDEQ Climate Pollution Reduction Grant which was submitted in January. We understand that Cumberland County is working to create an environmental complex at the Ann Street Landfill which will address pressing environmental issues of the day such as increasing capture of reuse of greenhouse gases, increased composting capacity, creation of the pollinator garden at the facility and planned activities for adaptive structure reuse and educational programming.

#### **EXPERIENCE**

Definition of experience: Familiarity with a skill or field of knowledge acquired during years of actual practice, resulting in a basis of knowledge. S+6 has over 30 years of experience in the solid waste industry.

## FIRM SERVICES CONT.

### Grant Funding Applications Cont.

To further assist the County with their quest to fund environmental projects through grants, we have teamed with **Wanu Organics**, an **MBE firm**, led by Mr. Jorge Montezuma, P.E. who has extensive grant funding experience. Prior to starting his consulting firm, Mr. Montezuma worked for the North Carolina Department of Environmental Quality [NCDEQ] Division of Environmental Assistance and Customer Service (DEACS). During that time, he assisted in reviewing grant applications for the NCDEQ and managed more than \$350,000 in grant funding contracts with composting operators and food waste haulers. His duties included contract review with awardees, ensuring contracts were signed, providing technical assistance for implementation, ensuring grants were completed, and writing reports summarizing the impact.

Additionally, during his work with Atlas Organics, he wrote a NCDEQ DEACS grant to obtain \$60,000 to purchase a stacker to improve the process efficiency and increase the amount of material processed. NCDEQ awarded the full amount to Atlas in 2022 to implement the project.

### **Environmental Justice Support**

S+G understands that the Ann Street Landfill is located in a diverse community that has been historically economically disenfranchised. To better engage the local community and ensure that all environmental justice requirements are met or exceeded, S+G is teaming with **Tate Consulting (Tate) an MBE business**. Tateis led by Antwain and Andrea Tate who each have over 30 years of experience in community involvement and environmental justice including survey design, public meetings, research implementation and benchmarking community engagement strategies.

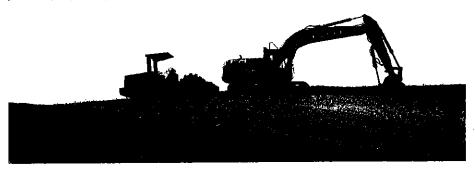
Tate's work has included a project for Winston-Salem University and the Center for the Study of Economic Mobility (CSEM) in support of the United Way and The Partnership for Prosperity. This project including providing strategic direction for community development in the Castle Heights community, determining the communities mission, vision, community transportation needs and values. Additionally, Tate created a Team Based Strategic Planning and Community PowerPoint Model which assisted the community teams to partner with various for-profit and non-profit stakeholders for the betterment of the community.

In 2021 Tate provided strategic community engagement with virtual and inperson stakeholder meetings for the NCDEQ and SCDOT on behalf of the Carolina Bays Parkway Extension Project Environmental Justice Outreach Team.

In 2023, Tate worked with the NCDOT to prepare data survey analytics for the Statewide Transportation Improvement Plan. This work included community engagement and resulted in innovative qualitative and quantitative visualization of environmental justice metrics and methodologies.

#### **ENVIRONMENTAL RESPONSIBILITY**

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



## FIRM SERVICES CONT.

S+G is extremely qualified to provide water quality services for the County. We have provided the table below listing North Carolina Clients with similar project requirements as the County.

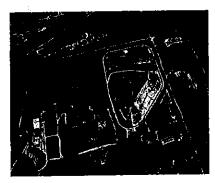
<u> </u>	Τ-		Res	ourc	e Manag	eme	nt							Recover	у									Reme	diation				$\square$
S G	Landfill Design	Landfill Permitting	Procurement / Construction Admin./ CQA	Landfill Closure / Post-Closure	Transfer Station / Convenience Center Design / Permitting	Budgeting/Feasibility/Financial Modeling	Site Hydrogeologic Characterization	Evaluation of Site Development Options	Operations Support / Training	Landfill Gas to Energy Evaluation	Landfill Gas System Design / Permitting	Landfill Gas System Construction	Landfill Gas System Operations	Feasibility Studies: Recycling / Compost / Renewable Energy	Waste Characterization Auditing	Material Recovery Facility Design	Compost Facility Design / Permitting	Site Redevelopment	Regulatory Compliance Management	Air Quality Permitting / Compliance	Landfill Gas Monitoring	Landfill Gas Remediation	Water Quality Monitoring / Reporting	Remedial Design / Permitting / Install	Remediation System Operations / Optimization	NPDES Monitoring / Compliance	Environmental Site Assessment [Ph. 1/2]	Asbestos Management and Compliance	Waste Relocation Oversight / Assistance
Avery County, NC Eric Foster	х	х	х	x	х	х	х	х	х	х	х	х	×	х					X		X	х	х	х	х	x	х		х
Bladen County, NC Klp McClary	x	x	х	х	х	х	х							х					x				x						
City of High Point, NC Robby Stone, P.E.	x	х	х	х	х	х	×	х	х	х	х	х		x			х		х	х	х		х			х	х	×	
Cumberland County, NC Amanda Bader	x				х	х	x	x	х	×			х		x			X	х	х	x	x	х	х		х	х	x	
Davidson County, NC Charlie Brushwood	x	x	х	х	х	х	x	х	x	x	х	x		×		х		x	x	x	х		х	х		х	×	х	
Hallfax County, NC Chris Williams	x	x	х	×	х	x	x	х	х			x		х					х		x	х	х	х		х	x		
Hernett County, NC Chad Beane	x	х	х	х	х	x	x	x	х	_						·		_	x		x		х	х		x	x		
Johnston County, NC Brian Beasley	x	х	х	х		x	х	x		x	х		x	x					х	x	x		х	х	х		x	X	
Martin County, NC Justin Harrison	х	x	х			x	х	x	х										x				x			×		Ĺ	
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Sampson County Disposal LF (NC) Bryan Wuester	x	x	x	x		x	х	х	х	x	x	x	х	x					х	x	х		х			x		x	
Scotland County, NC Bill Lash	×	x	х	х	х	х	x	х	х		<u> </u>			х					х		х	x	х	х		x	x		х
Washington County, NC Danny Reynolds	x	x	х			х	x			_						_			х	<u> </u>	x		X			_			$\bigsqcup$
Wayne County, NC Randy Rogers								ļ <u>.</u>			x	x	×						_	x			х		ļ				
GFL South Wake Landfill (NC)	x	X	х			х		X	Х	<u> </u>								<u>_</u>					L		•	X	L		Ш

PROJECT EXPERIENCE AND REPERENCES

The following pages provide specific project experience for S+G. Our experience covers all solid waste activities

The following pages provide specific project experience for S+G. Our experience covers all solid waste activities from conceptual planning through post-closure.

## CUMBERLAND COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Title V Compliance
- »LFG Monitoring
- »Groundwater Monitoring and Management
- »Transfer Station Option Evaluation
- »Transfer Station Design and Permitting
- »Water Quality Remediation
- »Solid Waste Permitting



#### **Client Reference:**

Cumberland County Landfill Ms. Amanda Bader, P.E. Solid Waste Director 910.321.6920 abader@cumberlandcountync.gov

## FAYETTEVILLE, NORTH CAROLINA / 2021 - PRESENT

**Description** - The Cumberland County Solid Waste facilities include an active MSW unit, a closed balefill unit, an LCID landfill, a compost facility, a closed MSW unit with C&D interred over it, convenience centers, a proposed transfer station, and closed pre-regulatory landfill units.

**Environmental and Compliance Services** - S+G provides water quality monitoring and reporting, monthly leachate sampling and reporting, landfill gas monitoring and reporting, assistance with NPDES and miscellaneous environmental and compliance services.

Air Quality & Landfill Gas Services - S+G provides landfill gas collection system monitoring, assistance with enhancing gas production for sale to an end user, Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting. The gas production project includes an approximate 1,000 CFM direct delivery project to a local industry for off set boiler fuels including a transmission line below the Cape Fear River and landfill gas conditioning. Additional services include grant support in obtaining study funding or low interest loans.

Landfill Engineering Services - S+G is assisting the County with future plans for site expansion and optimization of the existing site including site development and permitting of a transfer station, recovery and mining of a former unlined MSW landfill to allow for future expansion capacity, and due diligence regarding a horizontal expansion by incorporating additional recovery of a pre-regulatory landfill site. Additional optimization measures have included steepening of side slopes, reconsidering access roads, and airspace utilization monitoring. Overall site expansions may yield 50 years of additional landfill disposal capacity for the County as a whole at competitive rates to that of a new site or transfer to other sites while maintaining County operational jobs.

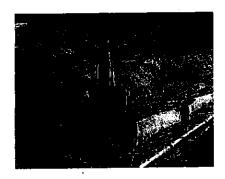
Services at the Wilkes Road LCID Landfill and Compost Facility have included improvements to site stormwater infrastructure, wetlands and stream assessments, windrow composting, pilot study for aerated static pile composting, and re-opening a closed LCID landfill for an additional peak yardwaste and woody waste storage and/or disposal during peak season flow.

**Due Diligence and Site Investigation Services** - S+G has provided site investigation services including document review, historical imagery, site reconnaissance, site investigation, exploratory drilling and excavations to identify and characterize former pre-regulatory landfill sites for potential reuse, recovery, and re-development. S+G works closely with the client and the regulatory agencies to characterize impacts and benefits for redevelopment including regulatory pathways for such development.

**Convenience Center Sites** - S+G is assisting the County in developing improvements to existing citizens convenience sites and development of new sites including local zoning approval, utility connections, and building and site infrastructure.

**Environmental Justice Public Meeting Assistance** - S+G has assisted the County in their efforts toward environmental justice as a part of the future expansion plan of the site including alternative site study, outward messaging, GIS and demographic study, public presentation, and technical support of expansion options.

## SAMPSON COUNTY LANDFILL



## PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- »Landfill Closure
- » Gravity Groundwater Intercept Design
- »Landfill Gas Collection System Design
- »Landfill Gas to Energy System Design
- "Construction Administration/CQA
- »Wetland Creation
- » Wetland Permitting
- »Stormwater Monitoring/Reporting
- » Air Quality Permitting
- »Greenhouse Gas Reporting



#### **Client Reference:**

GFL Environmental, Inc. Mr. Bryan Wuester 910.525.4132 bryan.wuester@gflenv.com

## ROSEBORO, NORTH CAROLINA / 2000 - PRESENT

**Description** – The Sampson County landfill is a privately owned/operated landfill which consists of an open Subtitle-D landfill, a closed Subtitle-D landfill, an operating C&D landfill, a sludge solidification operation, and a leachate evaporation system. S+G has provided numerous services for this client including the following:

Landfill Design and Permitting with Gravity Groundwater Intercept System – A review of the overall site design prepared by a previous consultant indicated the site would be subject to significant soil deficits and that significant soil was needed from off-site sources. S+G evaluated the site and designed a system whereby groundwater is gravity drained to a nearby stream. This Gravity Groundwater Intercept System lowered the groundwater surface approximately 15 feet in some areas, allowing for a significant increase in site capacity, improved stability of the waste mass, and the creation of a soil surplus. At this time, 4 cells have been constructed with this system. The successful implementation of this system resulted in a savings of millions of dollars for the client.

Landfill Closure Design and Construction Services – S+G designed, permitted and provided engineering and construction administration/CQA services during closure construction for the original Subtitle-D MSW landfill unit (40-acres) of this facility. This closure included a geomembrane cap, vegetative layer, and stormwater and subsurface drainage systems. Additionally, S+G provided design engineering and construction administration/CQA for closure of a portion of the first phase of the currently active Subtitle-D landfill (12-acres).

Landfill Gas-To-Energy (LFGTE) System – S+G conducted an informal RFP process to solicit LFG to energy projects, including pipeline sales to industry (brick kilns, rendering plants), production of bio-diesel/bio-methanol, pipeline injection, leachate evaporation; and electricity generation. Sampson County Disposal, LLC chose to self-develop a power production project. The renewable energy project began operations in the spring of 2011.

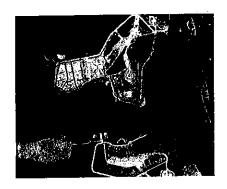
During closure activities, S+G also provided construction administration of an active landfill gas collection and recovery system. This system, as well as landfill gas collection from the active MSW landfill were part of the largest LFGTE system in NC until the project completed operations in 2021

Air Quality Permitting – S+G has applied for and obtained Title V permits at both site landfills, which are subject to NSPS and MACT rules, and helped to prepare the PSD permit and BACT determination for the gas to energy project. We prepared both LFG Management Design plans for approval by the state, and have received operational and design variances for well head temperature, oxygen levels, and manifolding of wells.

**GHG Reporting** – We have worked closely with site personnel to collect and document information necessary for greenhouse gas reporting. S+G personnel are registered as Designated Representatives at both site landfills and have prepared monitoring plans required by the rules.

PROJECT EXPERIENCE AND REPERENCES

## DAVIDSON COUNTY LANDFILL



## PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- » Construction Administration and CQA
- » Air Quality Permitting
- »Water Quality Monitoring/Assessment
- » Landfill Gas to Energy
- »Landfill Closure
- » Financial Studies
- » Greenhouse Gas Reporting
- »Stormwater Compliance



#### Client Reference:

Davidson County Integrated Solid Waste Management Mr. Charlie Brushwood 336.240.0303 charlie.brushwood@davidsoncountync.gov

## DAVIDSON COUNTY, NORTH CAROLINA / 1994 - PRESENT

**Description** – The Davidson County Landfill site consists of one open Subtitle-D MSW Landfill, one closed Subtitle-D MSW landfill, and three closed unlined landfills. S+G has provided a number of services during our 28 year relationship working with the County including the following:

Water Quality Monitoring/Assessment – S+G performs routine water quality monitoring and reporting for all the Davidson County Landfills which include two [2] lined landfills, two [2] unlined landfills and one [1] C&D landfill. For the unlined landfill units, S+G prepared an Assessment Work Plan, calling for a limited geophysical study to evaluate bedrock fractures, installation of groundwater monitoring wells into upper and lower aquifers, performance of a risk-analysis and preparation of an Assessment Report.

Landfill Gas to Energy – S+G, working with Davidson County and DTE Biomass Energy, has assisted in the installation of a 1.6 Megawatt Landfill-Gas-To-Energy Project. This project became operational in late 2010. S+G has also assisted DTE with expansions to the collection system including the design of a pipeline to the active MSW landfill unit.

Landfill Gas to Energy Evaluation (2006) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to energy options including pipeline injection, electrical generation, and direct use. A developer owned and operated LFG to electricity project became operational in 2010 and has been producing electricity since that time.

Landfill Permitting, Design and Construction – S+G performed all permitting, engineering, and geological services for the Davidson County Phase 2 MSW and C&D landfills. Permitting activities included Site Suitability on over 800 acres of property and Permit to Construct applications for Phase 2 Areas 1 and 2. These investigations required additional geologic study and geophysical evaluation due to the presence of fractures and diabase dikes at the site. S+G has performed bid procurement, construction administration and CQA services for several expansions of the County's MSW landfill and leachate storage tank facility. S+G has also assisted the County in the incremental construction of the County's C&D landfill using their own forces.

**Closure Design and CQA** – S+G provided design and oversight of closure activities for the western half of the Phase 1 MSW landfill. This project included the closure of approximately 17 acres of landfill, construction administration, CQA activities (observation and material testing), and preparation of a CQA report.

10-Year Financial Studies (2001 & 2011) - S+G performed evaluations of the County's overall solid waste management budget (including collections, recycling, and disposal elements) and projected annual income and expenditures for the ensuing 10-year period in both 2001 and 2011. Projected expenditures included an evaluation of the timing and expense of capital improvement projects (i.e. landfill expansion, closure, and other site upgrades). Recommendations made by S+G in the most recent study and implemented by the County included changes to landfill tipping fees and fees for convenience center and industrial customers.

## **JOHNSTON COUNTY LANDFILL**



## PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- » Construction Administration and CQA
- »Water Quality Monitoring, Assessment, and Remediation
- »Landfill Closure
- »Landfill Gas to Energy
- »Air Quality Permitting
- »Landfill Gas Quality and Tier 2 Testing
- » Financial Evaluations
- » Greenhouse Gas Reporting
- »Stormwater Compliance



#### **Client Reference:**

Johnston County Department of Solid Waste Services Mr. Brian Beasley, Director 919.938.4750 brian.beasley@johnstonnc.com

## SMITHFIELD, NORTH CAROLINA / 1997 - PRESENT

**Description** - The Johnston County Landfill facility consists of an active lined and inactive MSW landfill units, three unlined MSW units, and an active lined C&D landfill. S+G has significantly increased the expected airspace at this site through the use of creatively applying presumptive remedy strategies for unlined landfill units. S+G has provided services to the County including the following:

**Groundwater Assessment** – S+G performed a groundwater assessment for the unlined landfill units located at the facility. This work included installation of monitoring wells, collection of filtered and unfiltered groundwater samples, evaluation of surface water quality and groundwater flow patterns. During this investigation, a geophysical study was performed to evaluated the location of diabase dikes at the site as well as a pump test to determine preferential flow paths created by the diabase dike. S+G prepared work plans for this assessment and prepared a remedial strategy for the site.

Piggy-Back MSW Landfill Design for Presumptive Remedy – Due to the location of two of the unlined landfill units within 300 feet of each other, S+G proposed a presumptive remedy design that created over 15 years of lined MSW airspace between/over the unlined landfill units as the remedial strategy for the site. This "new" airspace will ultimately generate approximately \$50M additional gross revenue for the County. S+G provided all design, permitting, bid procurement, construction administration, and CQA services (3 separate events) for this strategy including a portion of the piggy-back unit which is double-lined.

**Piggy-Back C&D Landfill Design for Presumptive Remedy** – S+G proposed and implemented a piggy-back design for the C&D landfill at the site which gained further C&D airspace for the facility and provided additional presumptive remedy cover for one of the unlined landfill units. S+G also performed bidding, construction administration, and CQA services for this project.

Water Quality Monitoring/Reporting – S+G provides on-going water quality monitoring evaluation and reporting services to continue to monitor the effects of presumptive remedy actions.

**General Financial Studies (1997 to Present)** - S+G has performed multiple financial evaluations for Johnston County since 1997. These evaluations have been performed to evaluate potential changes in service area, tipping fees, and/or solid waste management activities (including collections, recycling, and disposal elements).

Landfill Gas to Energy (2009-2010) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to electricity options including County owned and operated, developer owned and operated, and County owned/developer operated. A LFGTE project is currently being implemented by a LFG developer at the site.

# PROJECT EXPERIENCE AND REPERENCES

## SURRY COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Title V Compliance
- »LFG Monitoring
- » Groundwater Monitoring and Management



## DOBSON, NORTH CAROLINA / 2021 - PRESENT

**Description** - The Surry County Landfill facility has two units: a closed C&D over unlined MSW unit and an active, lined, MSW unit. Additionally, there is a closed unlined landfill at another location. S+G provides Engineering and Environmental services for Surry County solid wastefacilities including active and closed landfills, recycling and convenience centers, and all other engineering/environmental assistance, as needed, for solid waste operations managed by the County.

**Environmental and Compliance Services**- S+G provides water quality monitoring and reporting at all their active and closed facilities, landfill gas monitoring and reporting, SWPPP preparation assistance with NPDES reporting, and miscellaneous environmental and compliance services.

**Air Quality Services** - S+G provides Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting.

**Engineering Services** - Annual survey and capacity evaluation and miscellaneous engineering services.

**Client Reference:** 

Surry County Landfill

Ms. Jessica Montgomery, P.E., County Engineer

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336,401,8376

montgomeryj@co.surry.nc.us

## DURHAM COUNTY REDWOOD CONVENIENCE CENTER



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Budgeting
- »Scheduling
- » Grant Narrative Review

RESOURCE MANAGEMENT

## DURHAM COUNTY, NORTH CAROLINA / 2023 - PRESENT

**Description** - S+G assisted Durham County and the Triangle J Council of Governments with developing an application for the Solid Waste Infrastructure for Recycling Grant Program for the Durham County Redwood Convenience Center Site. S+G provided assistance with the proposed project budget and schedule and review of the grant proposal and attended meetings strategy and review meetings to help brainstorm potential content for the application.

The renovation of the Redwood Convenience Site was identified as an opportunity to address the site's increase in use, improve sustainability measures, and expand its services to include space to host e-waste and HHW collection events, a new swap shop, where residents could trade gently used items for others and improve site signage to help customers better locate service offerings. As a result of the grant application, Durham County received a SWIFR grant for \$3.3 Million Dollars, which will be used during site construction activities in 2024/2025.

Client Reference:

Durham County Ms. Chrissie Koroivui Solid Waste Program Manager 919.560.0442 mkoroivui@dconc.gov

## PROJECT EXPERIENCES AND REPERENCES

## HARNETT COUNTY - DUNN-ERWIN LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- »Water Quality Monitoring
- »Landfill Gas Monitoring



## DUNN, NORTH CAROLINA / 2013 - PRESENT

**Site Description** - The Dunn-Erwin Landfill Facility includes closed unlined MSW landfills, and an open C&D landfill and a transfer station.

**C&D** Landfill Vertical Expansion Permit - S+G prepared a vertical expansion design and permit to construct application for the C&D landfill at this facility. The vertical expansion is currently in operation.

**Environmental Evaluation and Monitoring** - S+G evaluated the previous water quality monitoring plan, and significantly reduced the monitoring requirements for the site. S+G also performs semi-annual water quality monitoring and reporting and quarterly landfill gas monitoring at the site.

**NPDES Monitoring and Reporting** - S+G personnel perform NPDES monitoring for stormwater outfalls at the site. S+G also prepared a representative outfall request which reduced the monitoring requirements for this site.

Firing Range Design - S+G designed and permitted the construction of a Sheriff's Department firing range on top of a closed MSW landfill. This facility is currently under construction.

**Client Reference:** 

Harnett County Solid Waste Department Mr. Chad Beane, Solid Waste Director

910.814.6004 cbeane@harnett.org

## HARNETT COUNTY - ANDERSON CREEK LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- »Landfill Gas Monitoring
- »Water Quality Monitoring
- »Transfer Station Permit Renewal



## SPRING LAKE, NORTH CAROLINA / 2013 - PRESENT

**Site Description** - The Anderson Creek Landfill Facility includes closed unlined MSW and C&D landfills, an open C&D landfill, and a transfer station.

**C&D Landfill Expansion Permit** - S+G designed and permitted an expansion for the C&D landfill at this facility.

**Transfer Station Permit Renewal** - S+G prepared the renewal permit for the active transfer station at this facility.

**Environmental Evaluation and Monitoring** - S+G performs semiannual water quality monitoring and reporting and quarterly landfill gas monitoring and reporting at the site.

**NPDES Monitoring and Reporting** - S+G personnel perform NPDES monitoring for stormwater outfalls at the site. S+G also prepared a representative outfall request which reduced the monitoring requirements for this site.

**Client Reference:** 

Harnett County Solid Waste Department Mr. Chad Beane, Solid Waste Director

910,814.6004

cbeane@harnett.org

KEYRERSONNEL

#### **EMPLOYEE OWNED**

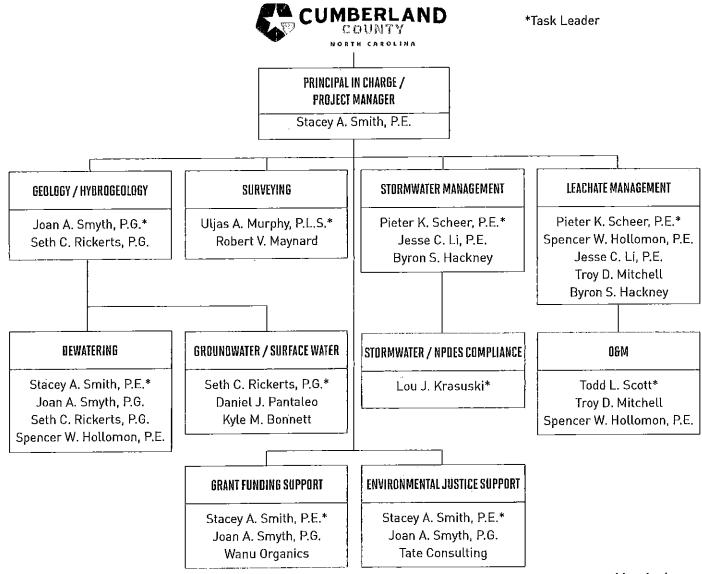
One major difference with our firm is that the staff that comprise the experience demonstrated in this proposal package are primarily the owners and officers of our firm and are the same professionals that will work directly with you.



#### ORGANIZATION CHART

S+G's dedication to the solid waste consulting industry and the commitment of our staff to our clients has created an unequaled firm for solid waste solutions. We are proud of the relationships that we hold with our clients and the rapport we foster with the regulatory community.

Below is our organizational chart for this project outlining key personnel for each area of expertise. Stacey Smith, P.E. will serve as Principal in Charge and Project Manager for the County. Included in this section are the selected resumes of key individuals for this project. Additional information on our staff and resumes of individuals not included here can be found at: www.smithgardnerinc.com.



KEYPERSONNE

## STACEY A. SMITH, P.E.

Senior Engineer - Raleigh, NC

## Academic Credentials:

B.S. Civil Engineering (Construction), 1992 North Carolina State University, Raleigh, NC M.C.E.Civil Engineering (Geotechnical), 2004 North Carolina State University, Raleigh, NC

#### Duties:

2006 - Present – President 2000 - Present – Board of Directors

#### Professional Credentials:

Professional Engineer – AR, CT, DC, FL, GA, IL, IA, LA, MD, MI, MD, NC, OK, PA, SC, TN, TX, USVI, VA, WI, NCEES & USCEIP

## Employment Record:

1996 - Present – Smith Gardner, Inc. (formerly G.N. Richardson & Associates, Inc.)

1995 - 1996 - S.T. Wooten Corporation (STW)

1992 - 1995 – Hazen & Sawyer, P.C.

1991 - 1992 - G.N. Richardson & Associates, Inc.

## Principal Areas of Expertise:

Solid Waste Landfill Siting and Design Renewable Energy Development Landfill Gas Collection System Design & Management Environmental Remediation Construction Management and Administration

#### Professional Activities:

American Society of Civil Engineers (ASCE)
Professional Engineers of North Carolina (PENC)
Solid Waste Association of North America (SWANA)
North Carolina Board of Examiners for Engineers &
Surveyors (Emeritus)

Environmental Research and Education Foundation (EREF)

NC State University Industry Advisory Board (Past Chair)

## Selected Publications & Presentations:

Smith, Stacey A., "Responsible Charge" The North Carolina Bulletin, October 2016, North Carolina Board of Examiners for Engineers and Surveyors.

Richardson, G.N., Smith, Stacey A. and Scheer, Pieter K., "Active 1F6 Gas Control: An Unreliable Aid to Stability", Proceedings from the First Pan American Geosynthetics Conference 2-5 March 2008, Cancun, Mexico; SC SWANA Conference 18-20 May 2016

Smith, Stacey A. and Smyth, Joan A., "Passive Acquifer Mining for Landfill Expansion". North Carolina Section Annual Meeting, 26 Sept. 2006, American Society of Civil Engineers



Mr. Smith brings a career of design, construction and operational experience in all aspects of solid waste management and remediation. He specializes in unique challenges of waste recovery, special construction, renewable energy systems, and containment systems. His work includes siting, design, permitting, construction, operations and closure services.

Mr. Smith has demonstrated throughout his career a bottom-up approach, beginning as a technician with GNRA and then advancing to managing partner with now, Smith Gardner.

He has provided services for public and private clients throughout the industry both locally and nationally. Mr. Smith has managed solid waste facility elements such as containment systems, leachate management and recirculation, site infrastructure, final cover systems, landfill gas collection and control, groundwater recovery, compost systems, and special waste applications. Mr. Smith has been integral to our company for his ability to design and permit these elements as well as providing "hands-on" field assistance during implementation.

Mr. Smith strives to bring a technical competency to projects for the clients benefit. This is demonstrated in the Sampson County Landfill Gravity Groundwater Intercept (GGI) project. The GGI system recognized, and took advantage of, medium to coarse sand veins throughout the site to implement a large scale (200 Acre) dewatering project. The GGI system lowered the site base grades by 20 feet, providing necessary soil resources, improved stability, and increased site volume.

Mr. Smith has been active in the development of numerous waste material recovery and re-utilization projects. These include excavation of older LCID landfills for wood waste recovery and processing, a Superfund landfill project in Columbia, SC that won EPA's Excellence in Site Reuse Award, compost material enhancement on landfill covers, utilizing waste paint in alternate daily cover, and has completed numerous landfill gas to energy and solar projects. Resource recovery is at the forefront of his project development.

He continues to assist the needs of our industry through advancement of research, technology and innovation. Most recently, he is participating as the engineering representative on NC's 2022 Statewide Mapping Advisory Committee reference frame working group and works with N.C. State University on research to improve transfer station tipping floors.

Mr. Smith strives to be a leader in industry through active involvement with organizations and institutions such as the Environmental Research and Education Foundation (EREF) Research Council, and assistance with the NC State University Department of Civil, Construction and Environmental Engineering Industry Advisory Board. He maintains an active collaboration with the students and department to advocate research in the industry. He also does committee work with NCEES and is an Emeritus member of the NC Board of Examiners for Engineers and Surveyors.

## JOAN A. SMYTH, P.G., RSM

Senior Hydrogeologist - Raleigh, NC

## Academic Credentials:

B.S. Hydrogeology, 1988 Northern Arizona University, Flagstaff, AZ

#### Duties:

2016 - Present - Vice President 2010 - Present - Board of Directors

1998 - Present - Secretary

#### Professional Credentials:

Professional Geologist - NC, SC Registered Site Manager - NCDEQ's IHSB Registered Environmental Consultant Program 40 Hour Health and Safety Training (29CFR1910)

#### **Employment Record:**

1994 - Present - Smith Gardner, Inc. 1992 - 1994 - ATEC Associates, Incorporated 1989 - 1992 - International Technology Corporation

#### Principal Areas of Expertise:

Aquifer investigation and characterization Ground water assessment and remediation

#### Professional Activities:

Solid Waste Association of North America - PFAS Group

NCDEQ Rule Review Committee - Environmental Monitoring Rules

Appalachian State University - Adjunct Research and Teaching Professor, Department of Geological and Environmental Sciences

Association of State Boards of Geology - Council of Examiners

#### Selected Publications & Presentations:

"Who Will Take My Leachate" NC Solid Waste Assoc. of America (SWANA) Conference, 2023

"PFAS and the Body" NC Solid Waste Assoc. of America (SWANA) Conference, 2022

"Non-PFAS Emerging Contaminants" NC SWANA Conference, 2022

"1,4 Dioxane, What Do We Know?"
Association of Environmental and Engineering
Geologists (AEG) Webinar, 2021

"Post-Closure Monitoring Can We Be Done Yet?" SC SWANA Conference, 2018

"Landfills and Groundwater - A Case Study of Impact in North Carolina", (Smyth, J.A. and German, M. M.), AEG, 2016



Ms. Smyth oversees hydrogeological investigations for a variety of clients in the region which include subsurface investigations for solid waste facility siting and permitting. Her water quality assessment experience extends from underground storage tank removal to contaminant delineation at pre-regulatory landfill facilities. Her remediation experience includes monitored natural attenuation, in-situ remediation, source removal, and groundwater extraction and ex-situ remediation. Her current focus is on emerging contaminants.

Ms. Smyth has extensive experience in geological and hydrogeological site evaluations for facility permitting and design. This experience includes design of subsurface investigations to understand complex hydrogeology and design and installation of groundwater monitoring networks. These investigations have included various drilling and sample collection techniques, both surface and "downhole" geophysical studies, evaluation of geologic data, collection and evaluation of groundwater flow data, and groundwater quality evaluation.

Ms. Smyth's assessment experience includes collection and evaluation of background and downgradient water quality data, design, performance and evaluation of aquifer pumping tests, design of sentinel monitoring systems, the use of statistics and public data sources to establish naturally occurring conditions within aquifers, and assessment of corrective measures. Due to her experience with waste facilities and superfund, she is a Registered Site Manager (RSM) under the North Carolina Dept. of Environmental Quality's (NCDEQ) Registered Environmental Consultant (REC) program.

Her soil and groundwater remediation expertise include preparation of feasibility studies, design of groundwater recovery and remediation systems and design passive landfill gas recovery systems. She has also designed air sparging remediation systems coupled with vapor recovery for the remediation of volatile organic compounds from groundwater and soil.

Ms. Smyth's recent projects include identification, determination of waste limits, and evaluation of impact from pre-regulatory landfills, emergency response to landfill gas off-site migration, and evaluation of emerging contaminants including 1,4 Dioxane and PFAS at a variety of sites.

Ms. Smyth is a founding member of the Solid Waste Association Landfill Liquids PFAS group which focuses on PFAS and other emerging contaminants, and the impact of these constituents. She is currently focused on assisting clients in evaluating remedial strategies to lessen the impacts these recalcitrant constituents create.

KEYPERSONNEL

## PIETER K. SCHEER, P.E.

Senior Engineer - Raleigh, NC

Mr. Scheer has over 30 years' experience with the siting, design, permitting, and construction of lined landfill containment cells and closures, including the design of multiple piggyback (waste-over-waste) landfills, and has extensive knowledge in the preparation of bid and construction issue documents and in managing construction administration and quality assurance activities.

Mr. Scheer has served as the lead design engineer and project manager for numerous lined Subtitle D municipal solid waste (MSW), construction and demolition debris (C&D), and industrial landfills. Typical project design and permitting experience on each facility includes the design of facility components (design of liner, final cover, and leachate management systems, LFG system design, stormwater analyses, geotechnical evaluations, and site layout and phasing), preparation of permit documents and coordination/interface with regulatory agencies, and the coordination/supervision of staff engineers, civil designers/draftsmen, and subconsultants. Typical project construction experience includes the preparation of bid and construction issue documents (specifications, CQA manuals, drawings, bid forms, etc.), managing bid procurement, performing construction administration, managing CQA activities, and preparation of CQA reports.

Mr. Scheer routinely performs construction and operations cost estimates and economic forecasting/financial analysis for both public and private clients.

He has significant experience with waste geotechnics (slope stability, settlement, etc.) and the design and construction of piggyback (over waste) liner systems. Mr. Scheer has also performed eighteen alternative liner evaluations throughout the Southeast/Mid-Atlantic.

Mr. Scheer also has significant experience with landfill gas (LFG) collection and control systems and pipelines. This experience includes design, permitting, bid procurement, and construction services (administration and CQA) for numerous wellfields and blower/flare stations. His pipeline experience includes design and obtaining all approvals for a cased pipeline installed within a railroad right of way.

Mr. Scheer serves as S+G's quality control/quality assurance (QC/QA) manager. He was the principal author of S+G's QC/QA Manual (first edition completed in 2015) and is in charge of performing regular company training related to internal QC/QA processes and overall work flow. Mr. Scheer also routinely reviews and updates company standard documents and templates.

#### Academic Credentials:

B.S. Civil Engineering, 1990 North Carolina State University, Raleigh, NC

M.S. Civil Engineering, 1992 North Carolina State University, Raleigh, NC

#### Duties:

2012 - Present - Vice President 1996 - Present - Board Member

#### Professional Credentials: Professional Engineer – NC, SC, VA USHA 40-Hour Health and Safety Training (29 CFR,1910,120)

**Employment Record:** 

1994-Present – Smith Gardner Inc. 1993-1994 – Harding Lawson Associates 1992-1993 – Hazen & Sawyer, P.C.

#### Principal Areas of Expertise:

Landfill Containment and Closure Design Geotechnical Engineering Construction Administration Construction Quality Assurance (CQA)

### Professional Activities:

American Society of Civil Engineers
American Society for Testing and Materials (1)35
Committee
Environmental Research and Education Foundation
(EREF) Research Council
Solid Waste Association of North America

#### Selected Publications & Presentations:

Richardson, G.N., and Scheer, P.K. (2003), "Design of Geomembrane Protective Rainsheets", GFR, Sept., 2003, pp. 16-19.

Richardson, G.N., Mills, G.G., and Scheer, P.K. (2004), "Geocomposite Drains in Paper-Pulp Landfill Covers", GFR, June, 2004, pp. 32-35.

Richardson, G.N., and Scheer, P.K. (2006), "The Enhancement of Interface Shear Strength Between Two Nonwoven Geotextiles", Geosynthetics, April-May, 2006, pp. 10-16.

Richardson, G.N., Smith, S.A., and Scheer, P.K., (2008), "Active Gas Control: An Unreliable Aid to Veneer Stability", Proceedings from the First Pan American Geosynthetics Conference, 2-5 March 2008, Cancun, Mexico.

## Academic Credentials:

B.S. Civil Engineering, 2014 North Carolina State University, Raleigh, NC M.C.E Civil Engineering, 2016 North Carolina State University, Raleigh, NC

#### Professional Credentials and Certifications:

Professional Engineer - NC, SC, GA OSHA 40 Hour Hazardous Waste Operations Landfill Gas (LFG) Systems Leachate Management Systems Stormwater Management Permittine Civil/Site Analysis

#### **Employment Record:**

2013 - Present - Smith Gardner, Inc.

#### Areas of Expertise:

Civil Site Analysis Construction Quality Assurance (CQA) Waste Characterization Leachate Management Stormwater Management Site Permitting

## Professional Activities:

American Society of Civil Engineers (ASCE) Solid Waste Association of North America (SWANA)

## SPENCER W. HOLLOMON, P.E.

Staff Engineer - Raleigh, NC



Mr. Hollomon has experience in landfill permitting and design, construction bidding and administration, on-site construction quality assurance and preparation of CQA reports. Mr. Hollomon also has experience with civil site analysis, leachate collection system design, closed landfill inspection and waste characterization studies. His environmental experience includes landfill gas extraction system well field management, landfill gas and water quality monitoring.

Mr. Hollomon has worked in solid waste industry since his attendance at North Carolina State University, where he received a Bachelors and Master's degree in Civil Engineering. His career began as an intern with Smith Gardner, Inc., eventually becoming a full-time employee.

He has provided services for both public and private clients across the southeast for design, permitting, construction administration, and construction quality assurance. His first project experience began as a construction quality assurance representative at a landfill in Georgia, where he gained valuable construction experience which he incorporates into his designs.

Mr. Hollomon's design work is mainly focused around landfills, including design, permitting, leachate management, stormwater management, landfill gas management, and facility evaluation; however, he has also provided support for compost facilities, convenience centers, transfer stations, industrial facilities, and general site development for facilities throughout North Carolina, South Čarolina, and Georgia.

Mr. Hollomon uses his knowledge from different aspects of the solid waste industry to provide clients with solutions for material management and reducing overall disposal. Mr. Hollomon has helped to design and permit several material processing facilities, including composting of organics, at Land Clearing and Inert Debris (LCID) landfills to reduce the volume of disposal and provide an alternate revenue stream for clients.

He played an integral role in development of the Nelson Gardens Compost Facility in San Antonio, TX. Mr. Hollomon performed construction oversight and administration for the project. He implemented design plans for stormwater mitigation and compost pad construction. Mr. Hollomon was also responsible for permitting for the compost facility project.

Mr. Hollomon prides himself in supporting clients from the initial stages of design through construction and to operations.

## ULJAS A. MURPHY, PLS

## Senior Surveyor- Raleigh, NC

#### Academic Credentials:

- A.S. Surveying Technology, 2010 White Mountains Community College, Berlin, NH
- B.S. Geography, 2013 Appalachian State University, Boone, NC

## Professional Credentials and Certifications:

Professional Land Surveyor - NC, ME, TN Certified Floodplain Surveyor FAA Remote Pilot Certificate with Small Unmanned Aerial Systems (sUAS) Rating

#### Employment Record:

2022 - Present - Smith Gardner, Inc. 2021 - 2022 - Draper Aden Associates 2010 - 2021 - Municipal Engineering 2008 - 2010 - Thaddeus Thorne

#### Principle Areas of Expertise:

Boundary Surveying Volumetric Surveys Construction Surveys & Inspection Monitoring Surveys

#### Professional Activities:

North Carolina Society of Surveyors



Mr. Murphyhasworked with municipal and private landfill owners to find solutions to drainage, access, and many other issues necessary to maintain orderly and compliant operations. In addition to surveying tasks including, boundary, volumetric, and topographical surveys, he has provided detailed inspection services during fused-liner and leachate installation. has also performed environmental services including groundwater and gas sampling.

Mr. Murphy coordinates and manages land surveying projects and is responsible for the scheduling of survey field and office personnel. His 15 years of experience includes boundary and construction surveying with a strong focus on engineering support. Mr. Murphy has worked throughout the Appalachians completing large and small boundary surveys, subdivisions, and ALTAs. His construction experience includes solid waste volumetric surveys, movement monitoring, multi-level building construction, dams monitoring, and general stakeout. His commitment to keeping up to date with constantly evolving measurement technologies continues to provide a high level of quality and responsiveness to his clients. A commercially licensed and practicing UAS operator, Mr. Murphy has translated thousands of acres of drone-based photogrammetric data into quality maps and volumetric surveys.

Mr. Murphy began his land surveying career learning the fundamentals of surveying and intricacies of boundary law. Work throughout Western North Carolina provided an opportunity to manage survey projects from initial client contact through completion. His boundary projects include the location of 16 miles of waterline in Richmond County, NC as well as mountain tracts of several hundred acres in size. Mr. Murphy has successfully navigated clients through the often difficult regulatory hurdles of land development. He has acted as liaison between developers and land owners, has helped clients procure easements, settle boundary disputes, and reach amicable agreements allowing projects to be completed on schedule.

Mr. Murphy has performed monitoring surveys on numerous buildings and structures, some of which have spanned multiple years. His expertise in statistical analysis and field surveying protocols helped him detect subsidence of less than one-sixteenth of an inch across a three-hundred thousand square foot, \$3-billion pharmaceutical manufacturing building in Clayton, NC. Working within surface mines, Mr. Murphy has performed monitoring surveys of critical structural walls directly impacting the safety and well-being of quarry personnel. His safety record is unblemished as he takes care to protect his staff and limit liability for his clients.

#### SETH C. RICKERTS, P.G.

Project Geologist - Raleigh, NC

#### Academic Credentials:

B.S. Environmental Geology, 2015
Appalachian State University, Boone, NC
Professional ESRI GIS Certification
Appalachian State University, Boone, NC

#### Professional Credentials:

Professional Geologist - NC Geographic Information Systems OSHA 40 Hour HAZWOPER

#### **Employment Record:**

2018 - Present - Smith Gardner, Inc. 2016 - 2018 - TRIMAT Materials Testing

#### Areas of Expertise:

Groundwater Assessment and Remediation Geologic and Hydrogeologic Mapping Field Investigations, Sampling, and Coordination. ESRI GIS

## Professional Activities:

USGS Volunteer



Mr. Rickerts coordinates and manages field activities between environmental field technicians, site directors, and laboratories. Mr. Rickerts specializes in groundwater assessment and remediation, monitoring network design, groundwater and landfill gas compliance, monitoring well installation oversight, soil logging, and other geological services.

Focusing on hydrogeology in school, Mr. Rickerts began his career in the construction industry inspecting and reporting on soils, asphalt, and other materials under AASHTO and ASTM standards. Mr. Rickerts now coordinates and manages field activities between environmental field technicians, site directors, and laboratories at the S+G Raleigh, NC office. He specializes in groundwater assessment and remediation, monitoring network design, groundwater and landfill gas compliance, monitoring well installation oversight, soil logging, and other geological services.

Graduating from Appalachian State University with a degree in environmental geology, Mr. Rickerts continues to pursue his passion for the environment. He has prepared Water Quality Monitoring Plans, Landfill Gas Monitoring Plans and installed monitoring networks at several landfill facilities. He has also performed water quality monitoring for detection, assessment and corrective action sites and has performed landfill gas probe monitoring at a variety of facilities.

Mr. Rickerts' experience includes collection and evaluation of landfill gas (LFG) and groundwater geochemical, hydrological, and spatial data. He has experience in groundwater and LFG assessment as well as remediation design and implementation including monitored natural attenuation, phytoremediation, and passive and active LFG collection systems. Mr. Rickerts also has experience with multiple field sampling techniques ranging from groundwater collection via bailers, pumps, and HydaSleeves to aquifer characteristic data via slug testing, and soil vapor surveys and gas measurements at a variety of lined and pre-regulatory solid waste sites. He works side by side with senior geologists, engineers, and closely with NCDEQ SWS representatives.

KEYPERSONNE

#### **ENVIRONMENTAL RESPONSIBILITY**

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



#### CURRENT WORKLOAD AND AVAILABILITY

S+G staff is dedicated to providing quality service to our clients and being available to meet our client's needs. Based upon our understanding of the County's projects and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. The chart below shows S+G key staff's active projects of significance including completion dates. As shown, key staff have ample availability to support the County with this project.

Key Staff	Availability	Active Projects	Estimated Budget	Estimated Completion
Stacey A. Smith, P.E.	30%	Cumberland County Ann Street Landfill - Program Management of Various Solid Waste		`
		Projects	Various	Ongoing
		Private MSW Landfill, North Carolina - Reverse Osmosis Treatment System Permitting	\$150,000	Q1/2025
-		Private C&D Landfill, South Carolina - Brownfield Development into New C&D Landfill -		
		Permitting and Design	\$125,000	Q2/2024
Joan A. Smyth, P.G.	30%	Cumberland County Ann Street Landfill - Water Quality Evaluations/Report Prepation	\$20,000	Q2/2024
		Undisclosed Client PFAS Response	\$80,000	Ongoing_
		Harnett County SWPPP Revision/Water Quality Evaluation	\$5,000	Q1/2024
		Chatham County Risk Based Closure Evaluation	\$25,000	Q1/2025
Pieter K. Scheer, P.E.	20%	Davidson County Landfill Expansion	\$100,000	Q1/2025
		Johnston County Landfill Closure	\$75,000	Q2/2024
		Terreva Renewables RNG Project	\$30,000	Q4/2024
		City of High Point Landfill Expansion	\$25,000	Q2/2024
		Harnett County Misc. Tasks	Various	Ongoing
Spencer W. Hollomon, P.E.	30%	Cumberland County LFG System Expansions and New Convenience Center	\$150,000	Q4/2024
		Cumberland County New Convenience Center	\$60,000	Q4/2025
		Private C&D Landfill Cell Construction and Permit Renewal	\$120,000	Q3/2025
		Private Landfill LFG System Expansion	\$140,000	Q2/2024
Uljas A. Murphy, P.L.S.	30%	Cumberland County Surveying - Various Projects	Various	Ongoing
		Private Landfill, NC - Surveying Work	\$10,000	Q1/2024
		Private Landfill, NC - Construction Surveying	\$35,000	Q1/2025
Jesse C. Li, P.E.	40%	Cumberland Co. Ann Street Landfill - Balefill permitting, Assembly Court Permitting, Balefill	Various	Ongoing
		South Wake Landfill Stormwater, leachate treatment, cell construction	\$200,000	Q3/2024
		ARBD Mine Permit Application	\$7,000	Q2/2024
		High Point C&D Landfill Permitting	\$3,500	Q3/2024
Seth C. Rickerts, P.G.	40%	Cumberland County Balefill Permitting	\$10,000	Q2/2024
		Cumberland County Water Quality Evaluations	\$25,000	Q2/2024
		Edgecombe County Water Quality Evaluation	\$17,000	Q2/2024
		Surry County LFG Assessment	\$15,000	Q2/2024
Lou Krasuski	35%	Warren County LCID Permitting	\$35,000	Q2/2024
		Durham LCID Permit Application	\$35,000	Q2/2024
	i —	Bladen LCID Permit Application	\$35,000	Q2/2024
	·	SR&R Erosion Control/Driveway Permit Response to Comments	\$3,500	Q2/2024

GW = Groundwater, LFG = Landfill gas, PM = Project Manager, RNG = Renewable Natural Gas

# APPENDIX A FORMS AND REQUIRED DOCUMENTATION

# ATTACHMENT A: EXECUTION OF PROPOSAL

#### **EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

Х	The County has the right to reject any and all proposals or reject specific proposals
	with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
Χ	This proposal was signed by an authorized representative of the Contractor.
<u>X</u>	The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
<u>X</u>	All labor costs associated with this project have been determined, including all direct and indirect costs.
<u>X</u>	The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
X	Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order to the contract and conditions thereof, the

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to execute/sign proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

<u></u>					
VENDOR: Smith Gardner, Inc.					
STREET ADDRESS: 14 N. Boylan Avenue		P.O. BOX:	ZIP: 27603		
CITY & COUNTY & ZIP: Raleigh, Wake County, 27603		TELEPHONE NUMBER: 919-8	TOLL FREE TEL. NO: 28-0577		
PRINCIPAL PLACE OF BUSINESS ADDRESS	IF DIFFERENT	FROM ABOVE (SE	E INSTRUCTIONS TO		
VENDORS ITEM #10):		I - i - i - i - i - i - i - i - i - i -			
PRINT NAME & TITLE OF PERSON SIGNING O	FAX NUMBER:				
VENDOR: Stacey A. Smith, P.E.					
VENDOR'S AUTHORIZED SIGNATURE:	EMAIL: stacey@smithgardnerinc.com				
_/ \/\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	02/07/2024	Oldoby C String-			

# ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

# This form is required only for purchases of more than \$100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Pederal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Smith Gardner, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Stacey A. Smith, P.E. President

Name and Title of Contractor's Authorized Official

02/07/2024

Date

# ATTACHMENT C: NONCOLLUSION AFFIDAVIT

# NON-COLLUSION AFFIDAVIT

State of North Carolina County

Stacey A. Smith	_, being first duly sworn, deposes and says that:
I. He/She is the President submitted the attached proposal.	of Smith Gardner, Inc. , the proposer that has
2. He/She is fully informed respe all pertinent circumstances respe	ecting the preparation and contents of the attached proposal and of
3. Such proposal is genuine and	is not a collusive or sham proposal.  or any of its officers, partners, owners, agents, representatives,
or agreed, directly or indirectly, sham proposal in connection wit or to refrain from proposing in indirectly sought by agreement proposer, firm or person to fix the or to fix any overhead, profit of proposer or to secure through advantage against the County of 5. The price or prices quoted in	or any of its officers, partners, owners, agency, agency, princluding this affiant, has in any way colluded, conspired, connived, with any other proposer firm or person to submit a collusive or the contract for which the attached proposal has been submitted connection with such contract, or has in any manner, directly or it or collusion of communication or conference with any other ne price or prices in the attached proposal or of any other proposers, or cost element of the proposal price of the proposal of any other collusion, conspiracy, connivance or unlawful agreement any full Cumberland or any person interested in the proposed contract; and the attached proposal are fair and proper and are not tainted by any need or unlawful agreement on the part of the proposer or any of its person interest, including this affiant.
Signature	, Billployees, or parties as
Printed Name: Stacey A. Smi	
Title: President	
Date: 02/07/2024	
Date: 02/07/2024 Subscribed and Sworn to Before	re Me,
Date: 02/07/2024  Subscribed and Sworn to Before This 7th day of February	
Date: 02/07/2024 Subscribed and Sworn to Before	man, Wake County, N.C.  WAKE COUNTY, 1-19-202  My Commission Expires 1-19-202



# NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

4601 Six Forks Rd Suite 310 Raleigh, North Carolina 27609

Smith Gardner, Inc. 14 N Boylan Avenue Raleigh, NC 27603

## This is to Certify that:

Smith Gardner, Inc. is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice *engineering and land surveying* under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

This authorization must be renewed annually, and expires on June 30, 2024

License No.: F-1370



THE NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

**Executive Director** 

POST IN PLACE OF BUSINESS

Issued 06/07/2023



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 05/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed.

this certificate does not confer rights to				CONTACT	Tracy Mea	dows			
SURE				PHONE (A/C No.	evn. (919) 78	1-1115	FAX (A/C, No):	(919)	783-6427
O Box 31508			ļ.	PHONE (A/C, No. E-MAIL ADDRESS	tmeadows	@Insure-nc.co			
aleigh, NC 27622			F -	ABBILLO		URER(S) AFFOR	DING COVERAGE		NAIC #
Siorgi, ITO 21022				INSURER	Travalore		npany of Connecticut		25682
SURED				INSURER	Ŧ	Property Casu	alty Company of America		25674
Smith Gardner Inc			F	INSURER	Travalara	Indemnity Cor	npany of America		25666
14 N Boylan Avenue			F	INSURER	<del></del>				
•	Raleigh, NC 27603			INSURER					
Naidign, No 27000			<u></u>	INSURER					
OVERAGES CER'	TIEIC	ATE N	NUMBER: COI - 2023-202	_	<u> </u>		REVISION NUMBER:		_
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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE

THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CANCELLATION

AUTHORIZED REPRESENTATIVE

CERTIFICATE HOLDER

FOR INFORMATION ONLY



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: TRACY MEADOWS PRODUCER PHONE (919) 781-1115 (A/C, No, Ext): (919) 781-1115 FAX (A/C, No): (919) 783-6427 INSURE TMEADOWS@INSURE-NC.COM PO BOX 31508 RALEIGH NC 27622 INSURER(S) AFFORDING COVERAGE NAIC# CONTINENTAL CASUALTY COMPANY 20443 INSURER A: INSURED INSURER B: SMITH GARDNER INC INSURER C : 14 N BOYLAN AVENUE INSURER D : RALEIGH NC 27603 INSURER E : INSURER F: COI 2022-2023 **REVISION NUMBER:** CERTIFICATE NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) ADDLISUBR INSD WVD INSR LTR POLICY NUMBER TYPE OF INSURANCE COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE OCCUR PREMISES (En occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE \$ GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG POLICY | OTHER: COMBINED SINGLE LIMIT (Ea accident) S AUTOMOBILE LIABILITY \$ BODILY INJURY (Per person) ANY AUTO \$ SCHEDULED BODILY INJURY (Per accident) OWNED AUTOS ONLY PROPERTY DAMAGE (Per eccident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY \$ \$ UMBRELLA LIAB EACH OCCURRENCE OCCUR **EXCESS LIAB** AGGREGATE \$ CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L, DISEASE - POLICY LIMIT PER CLAIM: \$5,000,000 PROFESSIONAL LIABILITY/ \$5,000,000 08/21/2022 08/21/2023 AGGREGATE: EEH 13 333 52 62 POLLUTION INCIDENT LIABILITY DEDUCTIBLE: \$25,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. FOR INFORMATION ONLY AUTHORIZED REPRESENTATIVE

# APPENDIX B SAM/EPLS LIST

Special EndSMILE WALLETLTD			Ŋ		LKQUM7A*Reciprocal TREAS-0FAC	Prohibition, PII data has 5/23/2019 Indefinite	(also SMILES4MR8X4RH
Special EntiSMILEPAYMENTS, LLC		WILMINGTON	₹		MGELVSGFReciprocal TREAS-OFAC	Prohibition, PII data has 5/23/2019 Indefinite	SAMR8X4BG
Firm SMILES R US DENTAL GROUP, INC.	3383 NW 7TH ST., SUITE 101	MIAMI R.	\$	33125	GNYDKFBC Reciprocal HHS Z1	Prohibition, Excluded by ######## Indefinite	SAMR3M9KM
Firm SMILLES R US DENTAL GROUP, INC.	3383 NW 7TH ST., SULTE 101	MIGNAI FL	S.	33125	GNYDKFBC Reciprocal OPM Z2	Prohibition/Restriction 1/26/2004 Indefinite	SAMR3M9KM
Special EntiSMILETRAVELS			N		PANGHMXJ Reciprocal TREAS-OFAC	Prohibition, PII data hat 5/23/2019 Indefinite	(also SMILESAMRBXARR
Special EntiSMILEWALLET			N		VX3CPV1K7Reciprocal TREAS-OFAC	Prohibition, PII data has 5/23/2019 Indefinite	(also SMILESAMREXARP
Special End SMILEWALLET B. V.	HERENGRACHT 420	AMSTERDAM	9	101782	NXHXEXKR'Reciprocal TREAS-OFAC	Prohibition, P1 data has 5/23/2019 Indefinite	SAMRBX4B4
Special EntiSMILEWALLET S.A.S.	CR 15#14629 CASA 1	BOGOTA D.C.	ខ		PEP4LHBL4 Reciprocal TREAS-OFAC	Prohibition, P11 data has 5/23/2019 Indefinite	S4MRBX4B7
Special Enti SMILEWALLET, LLC		SANANTONIO	\$		PPPWTCRK Reciprocal TREAS-OFAC	Prohibition, P11 data has 5/23/2019 Indefinite	SAMR8X48F
Firm SMITH RENOVATIONS	210 HILSIDE CT.	JANESVILLEWI	35	53545	THIFMH9R Reciprocal EPA H	Prohibition, Convicted <7/15/2004 Indefinite	(also MICH.S4MR3MLWK
Firm SMITH, GERARD FRANCIS	3600 GUARD RD.	LOMPOC CA	Š	93436	FHZX51Q6HNonProcuriHHS Z	Prohibition, Excluded by ######### Indefinite	SAMR3MGBF
Firm SMITHFIELD INVESTMENTS, INC.	5001 BRENTWOOD STAIR RD,	FT. WORTHTX	55	76112	YTCMJDXENonProcuri HUDP R	Ineligible (Proceedings 5/11/1993 Indefinite	(also STINS SAMR3MGN1
Vessel SMDOTH			Ş		Reciprocal TREAS-OFA 03-5DA	Reciprocal TREAS-OFA 03-SDN-01 Prohibition, PII data has been mask Indefinite	Jalso YARD SAMR3R9KS
Vessel SMP ARKHANGELSK			XOX		UW94G4KIReciprocal TREAS-OFAC	Prohibition, PII data has 5/8/2022 Indefinite	SAMRN703D
Special EntiSMP BANK	71/11 SADOVRICHESKAYA STREET	WOSCOW	띒	115035	H8UZKGGK Reciprocal TREAS-0FA 03-5DN	H8VZKGGK Reciprocal TREAS-OFA 03-SDN-01 Prohibition, PII data has been mask Indefinite	(also SIMP ESAMRADYPP
Special EntisMP Bank Open JOINT-STOCK COMPANY			Ş		CABLUETVI Reciprocal TREAS-OFA 03-5DN	CABLUETVI Reciprocal TREAS-OFA 03-SDN-01 Problibition, PII data has been mask indefinite	(also SMP ESAMRADYPR
Vessel SMP NOVODVINSK			NOX		UWAVKB91Reciprocal TREAS-0FAC	Prohibition, PII data has 5/8/2022 Indefinite	SAMRN703F
Vessel SIMP SEVERODVINSK			N		UWDSRN51Reciprocal TREAS-OFAC	Prohibition, PII data has 5/8/2022 Indefinite	SAMRN703G
Special Entisk Teowool	SFCHEIV CHEIV-DO	SEOU!	õ		CONTYWNIReciprocal ARMY	Ineligible (Proceedings 6/20/2019 6/20/2039	S4MR8HR29
Firm SNAP OFFICE SUPPLIES, LLC	2412 GRAN SUITE 2	ROCKWILE VA	젌	23146	L4CYKW8X/Reciprocal EPA	Ineligible (Proceedings 9/7/2023 Indefinite	(also ANDY SAMRSBQE 7RVT1
Special Enti SNGB AO	19 KUKUYEVITSKOGO STREET	SURGUT	泛	628400	D97VAQ4A Reciprocal TREAS-0FAC	Prohibition, PII data ha: 1/26/2018 Indefinite	SAMRQPSZM
Special Enti SNIPER AFRICA	P.O, 80X 28215	KENSINGTON	74F	2101	US73TKLBL Reciprocal TREAS-OFA 03-5DG	JS73TKLBL Reciprocal TREAS-OFA 03-SDGT-0: Prohibition, PII data has been mask Indefinite	(also SNIPE S4MR3QBML
Special EntiSNIPER OUTDOOR CC		≋	হ্র		FRVSWUCT Reciprocal TREAS-OFA 03-5DC	RNSWUCT Reciprocal TREAS-OFA 03-SDGT-0: Prohibition, PIL data has been mask Indefinite	(also TRUE SAMR3NNXR
Special EntiSNIPER OUTDOORS CC		≴	3		Y92JEYJ3HI Reciprocal TREAS-OFA 03-5DG	992.EV33H) Reciprocal TREAS-OFA 03-SDGT-0. Prohibition, PII data has been mask Indefinite	(also SNIPE S4MR3QBMM
Vessel SO BAEX SAN			NO.		Reciprocal TREAS-OFAC	Prohibition, PII data has ######## Indefinite	S4MR6HN6S
Special Entiso Ivernefteprodukt 000	6 NOVOTORZHSKAYA ULISA		≋		D8ZMP742 Reciprocal TREAS-OFAC	Prohibition, PII data has 1/26/2018 Indefinite	SAMRQPSZJ



#### SOLID WASTE MANAGEMENT

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA L. BADER, PE, GENERAL MANAGER FOR NATURAL

**RESOURCES** 

**DATE:** 6/12/2024

#### SUBJECT: ONSITE FUEL SUPPLY CONTRACT AMENDMENT FOR SOLID WASTE

#### **BACKGROUND**

The Onsite Fuel Supply Contract for Solid Waste Department was approved by the Board of Commissioners on November 20, 2023, with a not to exceed amount of \$327,500 for the Fiscal Year 2024 contract term. There has been an increase in the required amount of fuel and in price. The contract amendment is to cover the cost for fuel until June 30, 2024. The revised contract amount is \$447,500. Funding is available within the Solid Waste budget.

The contract amendment has undergone pre-audit and has been deemed legally sufficient by the County Legal Department.

At their June 13, 2024, Agenda Session meeting, the Board of Commissioners approved placing this item as a consent item on the June 17, 2024, Board of Commissioners' meeting agenda.

#### RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the proposed action:

- 1. Approve the contract amendment with Colonial Oil Industries, Inc.
- 2. Allow the Chairman to execute the contract on behalf of the County.

#### **ATTACHMENTS:**

Description Type
Contract Amendment Backup Material

#### COUNTY OF CUMBERLAND

First Amendment to the Service Agreement for onsite fuel services between Cumberland County, as "Owner", and Colonial Oil Industries, Inc., as "Contractor"

Whereas, Cumberland County, as Owner, and Colonial Oil Industries Inc., as Contractor, have entered into a Contract for onsite fuel tanks and fuel delivery services at the Owner's Ann Street and Wilkes Road Location dated January 1st, 2024 – June 30th, 2024;

Whereas, there has been an increase in the required amount and in the price for fuel within the Solid Waste Landfill Locations;

Now therefore, in order to cover the cost per gallon delivered by the CONTRACTOR:

Item 5. of the CONTRACT add the following:

For FY 2024, the amount not to exceed is \$447,500.00.

Witness our hands and seals on the date indicated for each.

Attest	COUNTY OF CUMBERLAND
BY: Andrea Tebbe, Clerk to the Board	Glenn Adams, Chairman Board of County Commissioners
Attest  BY:   Wes Wrenn  Account Manager	Colonial Oil Industries, Inc.  Date: 5-13-2024  D. McKee  Director of Sales
This instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.  BY:  County Finance Director	Approved for Legal Sufficiency upon formal execution by all parties:  BY: Date: 6/5/24

CONTRACT#: 2024 281



#### OFFICE OF THE COUNTY ATTORNEY

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY AND ROBERT VAN GEONS

**DATE:** 6/13/2024

SUBJECT: CONSIDERATION OF GRANTING ECONOMIC DEVELOPMENT INCENTIVES FOR PROJECT SMARTIE

#### **BACKGROUND**

In prior closed sessions, the board has considered proposed economic development incentives for Project Smartie, to be developed by an internationally headquartered company that is considering an existing building on Corporation Drive for a new manufacturing facility. The project shall (1) create a significant investment in real estate and equipment in Cumberland County exceeding \$159,000,000 over the next five years, and (2) create 815 full-time jobs in the County by 2028 with an average wage exceeding \$53,000. The County's proposed incentive offer consists of an incentive grant, not to exceed \$3,500,000, paid over five years. Notice of the public hearing and a statement of the proposed incentives was advertised in the *Fayetteville Observer* June 7, 2024. The confirmation of the order for the advertisement is attached. The Proof of Publication will be placed on the agenda of the board's first meeting after it is received from the publisher as an item of information to create a permanent record in the minutes. This matter will be presented by Robert Van Geons.

#### RECOMMENDATION / PROPOSED ACTION

If the board wishes to offer the economic development incentives after consideration of any public comment presented at the public hearing, the county attorney advises the board to adopt the attached resolution.

#### **ATTACHMENTS:**

Description	Type
Project Smartie - Ad Confirmation	Backup Material
Project Smartie -Resolution of Approval	Backup Material
Project Smartie Exhibit A	Backup Material

#### Job Details

Order Number:
LWLM0111196
Classification:
Public Notices
Package:
General Package
Total payment:
\$156.96

#### **Account Details**

Cumb Co Attorney's Myra Brooks Po Box 1829 COUNTY ATTORNEY'S OFFICE/LEGAL DEPT.

Fayetteville, NC � 28302-1829 910-678-7762

mbrooks@cumberlandcountync.gov Cumb Co Attorney'S,Myra Brooks

#### Schedule for ad number LWLM01111960

Fri Jun 7, 2024

Fayetteville Observer

All Zones

## NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING NOTICE is hereby given that the Cumberland County Board of Commissioners will hold a public hearing in Room 118 of the County Courthouse at 117 Dick Street, June 17, 2024, beginning at 6:45 pm, or as soon thereafter as may be heard on the following: In accordance with North Carolina General Statute 158-7.1(c), the purpose of the hearing is to receive public comments on a proposed Economic Development Incentive being considered for "Project Smartie," an internationally headquartered company that is considering an existing building on Corporation Drive, for a new manufacturing facility. The project shall (1) create a significant investment in real estate and equipment in Cumberland County exceeding \$159,000,000 over the next five years, and (2) create 815 full-time jobs in the County by 2028 with an average wage exceeding \$53,000. The County's proposed incentive offer consists of an incentive grant, not to exceed \$3,500,000, paid over five years. All persons interested in this project are invited to attend this public hearing and present their views.

This the 7th day of May, 2024. Andrea Tebbe Clerk to the Board

**Publication Dates** 

L00000000

### Resolution of the Cumberland County Board of Commissioners Approving the Grant of Economic Development Incentives to Project Smartie

Whereas, an internationally headquartered company (the "Company" is considering an existing building on Corporation Drive in Cumberland County as a location for a new project identified as Project Smartie (the "Project"); and

Whereas, the Project shall (1) create a significant investment in real estate and equipment in Cumberland County exceeding \$159,000,000 over the next five years, and (2) create 815 full-time jobs in the County by 2028 with an average wage exceeding \$53,000; and

Whereas, the Company is considering multiple states for the location of the Project and an offer of economic development incentives is necessary to entice the Company to locate in Cumberland County; and

Whereas, notice of the public hearing at which this matter is being considered and a description of the proposed incentives was advertised in the *Fayetteville Observer* June 7, 2024.

Be it hereby resolved, the Cumberland County Board of Commissioners, after conducting a public hearing affording anyone the opportunity to comment on the grant of the proposed incentives, finds:

- (1) the Project will substantially increase the taxable property, employment, industrial output, and business prospects of the county; and
- (2) the Project will serve to diversify the industrial economy within the county; and
- (3) the Company is considering multiple locations in other states to locate the Project and the grant of the economic development incentives described herein is necessary to motivate the Company to select Cumberland County, North Carolina, as the site of the Project.

Be it further resolved; the Cumberland County Board of Commissioners hereby approves the grant of economic development incentives to the Company for the Project in accordance with N.C.G.S. § 158-7.1 as follows:

- (4) The County shall pay the Company five years of cash incentive payments in an amount not to exceed a total of Three Million, Five Hundred Thousand Dollars (\$3.5 million).
- (5) The cash incentives shall be paid for the five years commencing when the Project has created 815 jobs in 2028 and ending in 2032.
- (6) The cash incentives shall be determined in accordance with Exhibit A attached hereto.
- (7) The incentives agreement shall include a provision requiring the recapture of sums expended by the county upon the occurrence of events specified in the agreement. Events

that shall require the county to recapture funds include the creation of fewer jobs than specified in the agreement, a lower capital investment than specified in the agreement, and failing to maintain operations at a specified level for a period of time specified in the agreement, in accordance with N.C.G.S. § 158-7.1(h).

Adopted June 17, 2024.	
	Cumberland County Board of Commissioners By:
	Glenn Adams, Chairman
Attest:	
Andrea Tebbe, Clerk to the Board	_

Smartie Project Smartie - EXHIBIT A

		Cumlative Jobs by Year	418	661	815	815	815	815	815	815	815	815	
	Time Period	Company Expansion or Location Investment and Tax Impact	Grant yr 1	2	3	4	5	6	7	8	9	10	Total
	Fiscal Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
Total Capital Investment	Total planned amount of expansion project	\$ 159,467,215 \$	44,573,570 \$	87,372,353 \$	127,848,637 \$	125,168,430	\$ 119,701,489	\$ 111,893,828 \$	99,606,415 \$	84,609,542	\$ 69,742,119	\$ 59,794,426	
Total Building Investment		\$	10,000,000 \$	15,000,000 \$	20,000,000 \$	25,000,000	25,000,000	25,000,000 \$	25,000,000 \$	25,000,000	\$ 25,000,000	\$ 25,000,000	
	Building I	\$ 25,000,000 \$	10,000,000 \$	15,000,000 \$	20,000,000 \$	25,000,000	25,000,000 \$	25,000,000 \$	25,000,000 \$	25,000,000	\$ 25,000,000	\$ 25,000,000	
Total Equipment Value		\$ 134,467,215 \$	34,573,570 \$	72,372,353 \$	107,848,637 \$	100,168,430	94,701,489	86,893,828 \$	74,606,415 \$	59,609,542	\$ 44,742,119	\$ 34,794,426	
	Equipment Phase I	\$ 16,304,000 \$	34,573,570 \$	31,116,213 \$	29,041,799 \$	28,004,592	26,275,913	21,781,349 \$	16,941,049 \$	13,137,957	\$ 8,643,393	\$ 8,643,393	
	Equipment Phase II	\$ 18,269,570	\$	41,256,140 \$	37,130,526 \$	34,655,158	33,417,473	31,354,666 \$	25,991,368 \$	20,215,509	\$ 15,677,333	\$ 10,314,035	
	Equipment Phase III	\$ 41,256,140		\$	41,676,312 \$	37,508,681	35,008,102	33,757,813 \$	31,673,997 \$	26,256,077	\$ 20,421,393	\$ 15,836,999	
	Equipment Phase IV	\$ 41,676,312			\$	16,961,193	15,265,074	14,247,402 \$	13,738,566 \$	12,890,507	\$ 10,685,552	\$ 8,310,985	
		\$ 16,961,193											
Cumberland County Tax Rate	0.799												
County Tax Revenue	County Tax Total	\$ 1,274,143 \$	356,143 \$	698,105 \$	1,021,511 \$	1,000,096	956,415	894,032 \$	795,855 \$	676,030	\$ 557,240	\$ 477,757	\$ 7,433,183
Incentive Grant %					75%	75%	75%	75%	75%				
Incentive Grant	Company Incentive	- \$	- \$	- \$	766,133 \$	750,072	717,311	670,524 \$	596,891 \$		\$ -	\$ -	\$ 3,500,931
County Net Revenue	County Net Tax Revenue	\$ 1,274,143 \$	356,143 \$	698,105 \$	255,378 \$	250,024	239,104	223,508 \$	198,964 \$	676,030	\$ 557,240	\$ 477,757	\$ 3,932,252
* Please Note that the investment and tax impacts listed above are estimates and may not reflect that actual total which is determined annually by the County.													

Company Expansion or Location Investment and Tax Impact
Depreciation Schedule 2024 Cost Index Payge 21 - 10 year
Electrical Equipment
Includes the manufacture of electrical household appliances, batteries, and machinery used in the generation and utilization of electric energy.

At Per job 815 jobs per year

860 700,000 3,504,500



#### PLANNING AND INSPECTIONS DEPARTMENT

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

**DATE:** 5/9/2024

**SUBJECT: CASE # ZON-24-0010** 

#### **BACKGROUND**

**ZON-24-0010:** Rezoning from R6A Residential District to O&I(P) Planned Office and Institutional District or to a more restrictive zoning district for .46 +/- acres; located at 1429 McArthur Road, submitted by Annie Hasan (Agent) on behalf of Khalil Hasan (Owner).

#### RECOMMENDATION / PROPOSED ACTION

**Planning Board Action:** Recommended denial of the rezoning request from R6A Residential District to O&I(P) Planned Office and Institutional District at their April 16, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

**Staff Recommendation:** In Case ZON-24-0010, Planning and Inspections staff recommends denial of the rezoning request from R6A Residential District to O&I(P) Planned Office and Institutional District. Staff finds that the request is not consistent with the North Fayetteville Area Plan which calls for "Medium Density Residential" at this location. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

#### **MOTION:**

In Case ZON-24-0010, I move to deny the rezoning request from R6A Residential District to O&I(P) Planned Office and Institutional District and find that the request is not consistent with the North Fayetteville Area Plan which calls for "Medium Density Residential" at this location. The request is not reasonable or in the public

interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

## **MOTION:**

In Case ZON-24-0010, I move to approve the rezoning request from R6A Residential District to O&I(P)
Planned Office and Institutional District and find that approval is an amendment to the adopted, current North
Fayetteville Area Plan and that the Board of Commissioners should not require any additional request or
application for amendment to said map for this request. The request is reasonable and in the public interest
because

## **ATTACHMENTS:**

Description
Case ZON-24-0010

Type

Backup Material



# **Cumberland County Joint Planning Board**

MAY 9, 2024

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: ZON-24-0010: Rezoning from R6A Residential District to O&I(P) Planned Office

and Institutional District or to a more restrictive zoning district for .46 +/- acres; located at 1429 McArthur Road, submitted by Annie Hasan (Agent) on behalf of

Khalil Hasan (Owner).

ACTION: Recommended denial of the rezoning request from R6A Residential District to

O&I(P) Planned Office and Institutional District at their April 16, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board

Meeting which are incorporated herein by reference.

MINUTES OF APRIL 16, 2024

Mrs. Garcia presented the case information and photos.

In Case ZON-24-0010, Planning and Inspections staff recommends denial of the rezoning request from R6A Residential District to O&I(P) Planned Office and Institutional District. Staff finds that the request is not consistent with the North Fayetteville Area Plan which calls for "Medium Density Residential" at this location. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

Chair McLaughlin opened the public meeting.

Mr. Howard elaborated on staff's position and recommendation on the case. He mentioned that the site was in a largely residential area. He also mentioned that staff's concern was that the parcel was mid-block and surrounded by homes and residential zoning. If the site was on a hard corner and closer to commercial areas, staff's recommendation may have been different.

Ms. Annie Hasan spoke in favor. Ms. Hasan stated that she is a mental health professional and the property, which she has owned for years, would be used for counseling and training for the State and mental health personnel. Ms. Hasan stated that she owned the whole block, there was no one beside her.

Mr. Williams asked how long it had been since the house was used as a residence.



## **Cumberland County Joint Planning Board**

Ms. Hasan stated that it had been five years.

Mr. Lloyd asked if the applicant had gotten a special use permit for the daycare.

Ms. Hasan said yes, and it was rezoned to O&I(P) Planned Office and Institutional District.

Mr. Howard said they couldn't find any files or records of the rezoning.

Public meeting closed.

In Case ZON-24-0010, Mrs. Moody made a motion, seconded by Mr. Baker to recommend denial of the rezoning request from R6A Residential District to O&I(P) Planned Office and Institutional District. The Board finds that the request is not consistent with the North Fayetteville Area Plan which calls for "Medium Density Residential" at this location. The Board also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning. Unanimous approval.



PLANNING STAFF REPORT
REZONING CASE # ZON-24-0010
Planning Board Meeting: April 16, 2024

Location: 1429 McArthur Road
Jurisdiction: County-Unincorporated

#### REQUEST

Rezoning R6A to O&I (P)

Applicant requests a rezoning from R6A Residential District to O&I(P) Planned Office and Institutional District for .45 +/- acres located at 1429 McArthur Road, as shown in Exhibit "A". This parcel currently has a residential dwelling at the site. The intent of the request is for the owner to operate an educational & training facility for professionals.

#### PROPERTY INFORMATION

OWNER/APPLICANT: Khalil Hamid Hasan Sr., (Owner); Annie R. Hasan (Applicant)

ADDRESS/LOCATION: Located at 1429 McArthur Road. Refer to Exhibit "A", Location and Zoning Map. REID number: 0520675984000.

**SIZE**: The parcel contains approximately 0.45 +/- acres. Road frontage along McArthur Road is 100 +/- feet. The property is approximately 200 +/- feet in length at its deepest point.

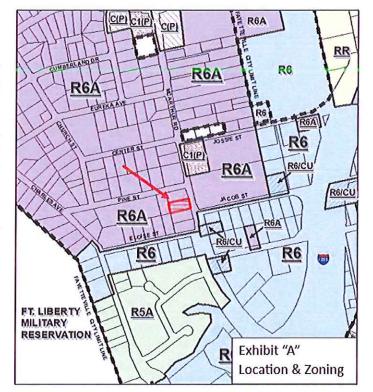
**EXISTING ZONING:** The property is currently zoned R6A Residential District. This district is designed for a mix of single- and multi-family dwellings including the use of manufactured homes on individual lots and in manufactured home parks.

**EXISTING LAND USE**: The subject parcel currently has a single-family dwelling on the property. Exhibit "B" shows the existing use of the subject property.

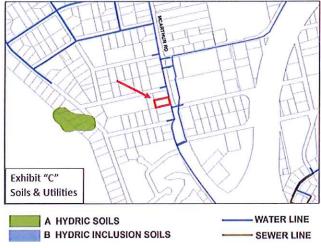
**SURROUNDING LAND USE**: Exhibit "B" illustrates the following:

- North: Single-family homesEast: Single-family homes
- West: Single-family homes and manufactured homes
- South: Single-family homes

**OTHER SITE CHARACTERISTICS**: The site is located in the Cape Fear River Watershed: WS-IV. A Watershed Protection Permit will be required for any future projects. The site is not within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates the presence of neither hydric nor hydric inclusion soils at the property.







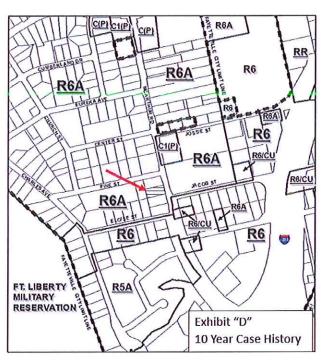
#### TEN YEAR ZONE CASE HISTORY:

No zoning cases appear in the area over the last tenyear period, as demonstrated in "Exhibit D".

#### **DEVELOPMENT REVIEW:**

Should the request to rezone be approved, a nonresidential change of use site plan application and plan will be required prior to development of the site.

The site plan will be reviewed and approved by the Current Planning Division for conformance with all applicable Zoning and Subdivision regulations prior to issuance of any permits.



#### **DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:**

Minimum Standard	R6A (Existing)	O&I(P) (Proposed)	
Front Yard Setback	25 feet	35 feet	
Side Yard Setback	10 feet	15 feet	
Rear Yard Setback	15 feet	20 feet	
Lot Area	6,000 sq. feet	n/a	
Lot Width	60 feet	n/a	

#### **Development Potential:**

Existing Zoning (R6A)	Existing Zoning (O&I(P))
1 dwelling units	0 dwelling units

Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance
results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and
a fraction of less than one-half shall be disregarded.

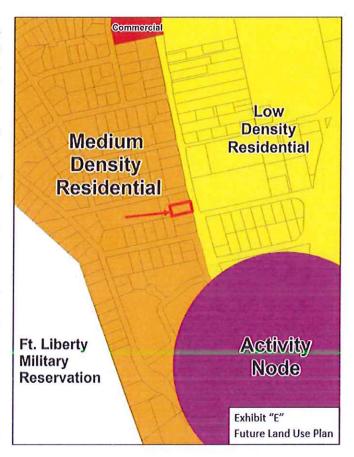
#### COMPREHENSIVE PLANS:

This property is located within the North Fayetteville Area Plan (2002). The future land use classification of the property is "Medium Density Residential". Associated zoning districts for this classification are R6, R6A, and R5A.

The proposed rezoning request is not consistent with the adopted future land use plan.

# FUTURE LAND USE CLASSIFICATION Development Goal:

- Promote the maintenance and preservation of existing housing through code enforcement and compliance programs (North Fayetteville Area Plan 2002, pg. 64).
- Promote a high standard for mobile/manufactured home parks equal to that of traditional single-family developments (North Fayetteville Area Plan, pg. 64).
- Enforce minimum lot size requirements for all new developments (North Fayetteville Area Plan 2002, pg. 64).
- Discourage new commercial developments in close proximity to existing residential developments (North Fayetteville Area Plan 2002, pg.64).



#### IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

**UTILITIES:** Water lines serviced by PWC are available adjacent to the subject property, but sewer lines are not, as illustrated on Exhibit "C". Any future development must receive appropriate Environmental Health permits, and the lot size must meet the minimum area necessary to accommodate the required system.

As this property is located within the Fayetteville Municipal Influence Area, connection to public sewer in the future may require a petition for annexation with the City, per Fayetteville's Development Services Department.

**TRAFFIC:** The subject property sits on McArthur Road and is identified as a minor arterial in the Metropolitan Transportation Plan. There are no roadway construction improvement projects planned and the subject property will have no significant impact on the Transportation Improvement Program. The current state of the road is over capacity and any new development could generate enough traffic to significantly impact McArthur Road.

#### SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
WT Brown Elementary	667	519
Pine Forest Middle	804	685
Pine Forest High	1712	1762

**ECONOMIC DEVELOPMENT:** Fayetteville Cumberland County Economic Development Corporation has reviewed the request and had no objection to the proposal.

**EMERGENCY SERVICES:** Cumberland County Fire Marshal's office has reviewed the request and provided the following comments:

- 1. Ensure all fire department access requirements are met in accordance with section 503 of the 2018 NC fire code.
- 2. Ensure fire protection water supply requirements are met in accordance with section 507 of the 2018 NC Fire Code.
- 3. Submit to-scale building plans for new construction and/or building renovation.

#### SPECIAL DISTRICTS/ OVERLAY DISTRICTS:

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Liberty:	n/a	Eastover Commercial Core Overlay District:	n/a
Voluntary Agricultural District (VAD):	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	n/a	Coliseum Tourism Overlay District:	n/a

n/a - not applicable

CONDITIONS OF APPROVAL: This is a conventional zoning. There are no conditions proposed at this time.

#### STAFF RECOMMENDATION

In Case ZON-24-0010, Planning and Inspections staff **recommends denial** of the rezoning request from R6A Residential District to O&I(P) Planned Office and Institutional District. Staff finds that the request is not consistent with the North Fayetteville Area Plan which calls for "Medium Density Residential" at this location. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

Attachments: Notification Mailing List Application

#### ATTACHMENT - MAILING LIST

BEST INVESTMENT REALTY LLC 166 BONICA CREEK DR GARNER, NC 27529 STREK, FRIEDA S;STAHLING, EVELYN SUSAN;STREK, HARRY JOHN 504 MERWIN RD HMPK PROPERTIES LLC 206 FAIRCLOTH ST RALEIGH, CT 27607

HMPK PROPERTIES LLC 206 FAIRCLOTH ST RALEIGH, CT 27607 SOUTHERN WAKE PROPERTY GROUP LLC 1417 RIVERVIEW DR RALEIGH, NC 27610 SOUTHERN WAKE PROPERTY GROUP LLC 1417 RIVERVIEW DR RALEIGH, NC 27610

DAVIS, SAMUEL N 117 NORTHWEST AVE FAYETTEVILLE, NC 28301 DAVIS, SAMUEL N 117 NORTHWEST AVE FAYETTEVILLE, NC 28301

RALEIGH, NC 27606

DAVIS, SAMUEL N 117 NORTHWEST AVE FAYETTEVILLE, NC 28301

BOLIARIS, DANIEL FRANK IV;BOLIARIS, MELISSA JEAN 1565 ELOISE ST FAYETTEVILLE, NC 28301 CITY OF FAYETTEVILLE PO BOX 1089 FAYETTEVILLE, NC 28302 HALL, PATRICIA A 320 NORTHVIEW DR FAYETTEVILLE, NC 28303

HASAN, KHALIL HAMID SR 1421 MCARTHUR ROAD FAYETTEVILLE, NC 28311 BROCK, ANNIE LOU 1501 MCARTHUR RD FAYETTEVILLE, NC 28311 MINTZ, DUANE ERIC 6130 PINE ST FAYETTEVILLE, NC 28311

NEW TOWN APARTMENTS LLC 549 STACY WEAVER DR FAYETTEVILLE, NC 28311 HASAN, KHALIL HAMID 1425 MCARTHUR RD FAYETTEVILLE, NC 28311 FUGETT, DANIEL 597 BRAXTON BLVD FAYETTEVILLE, NC 28311

CAPPS, JO ANN 1497 MCARTHUR RD FAYETTEVILLE, NC 28311 NEW TOWN APARTMENTS LLC 549 STACY WEAVER DR FAYETTEVILLE, NC 28311 MERCER RENTALS LLC 217 MCARTHUR RD FAYETTEVILLE, NC 28311

CASSELL, JENNIFER KATHLEEN; VANBUSKIRK, RICHARD D 6121 PINE STREET FAYETTEVILLE, NC 28311 HASAN, ANNIE R 1340 MCARTHUR RD FAYETTEVILLE, NC 28311 EUREKA CHAPEL MISSIONARY BAPTIST ( 1500 MCARTHUR RD FAYETTEVILLE, NC 28311

HASAN, KALIM 1421 MCARTHUR RD FAYETTEVILLE, NC 28311 EUREKA CHAPEL MISSIONARY BAPTIST C 1500 MCARTHUR RD FAYETTEVILLE, NC 28311 KENNEY, CHARLES L JR 1448 JACOB ST FAYETTEVILLE, NC 28311

MERCER RENTALS LLC 217 MCARTHUR RD FAYETTEVILLE, NC 28311 LEE, NATHALENE M 1400 MCARTHUR RD FAYETTEVILLE, NC 28311 NEW TOWN APARTMENTS LLC 549 STACY WEAVER DR FAYETTEVILLE, NC 28311 NEW TOWN APARTMENTS LLC 549 STACY WEAVER DR FAYETTEVILLE, NC 28311 SMITH, EDWARD; SMITH, CATHERINE 1446 CAISSON DR

FAYETTEVILLE, NC 28311

NEW TOWN APARTMENTS LLC 549 STACY WEAVER DR FAYETTEVILLE, NC 28311

WHITEHEAD, MARY E 1535 ELOISE ST FAYETTEVILLE, NC 28311 JOHNSON, TRAVIS WAYNE; JOHNSON, C 1527 CENTER STREET FAYETTEVILLE, NC 28311 HARRIS, ROY A;HARRIS, JOYCE L 7100 TRES CT FAYETTEVILLE, NC 28314

CASTLE, CHARLES WILLIAM 2231 FENNELL RD HOPE MILLS, NC 28348 DONLEIGH PROPERTIES LLC 386 BROOKGREEN DR LUMBERTON, NC 28358 DONLEIGH PROPERTIES LLC 386 BROOKGREEN DR LUMBERTON, NC 28358

DONLEIGH PROPERTIES LLC 386 BROOKGREEN DR LUMBERTON, NC 28358 DONLEIGH PROPERTIES LLC 386 BROOKGREEN DR LUMBERTON, NC 28358

DONLEIGH PROPERTIES LLC 386 BROOKGREEN DR LUMBERTON, NC 28358

DONLEIGH PROPERTIES LLC 386 BROOKGREEN DR LUMBERTON, NC 28358 DONLEIGH PROPERTIES LLC 386 BROOKGREEN DR LUMBERTON, NC 28358

PERDOMO, JUANA 515 E MCLEAN ST ST PAULS, NC 28384

GINAS PROPERTY HOLDINGS LLC 3833 BARNSDALE DR WADE, NC 28395 GARVIN, CHARLOTTE T 2601 CHIMNEY ROCK RD APT 109 HENDERSONVILLE, NC 28792 WILLIAMS, GORDON COOPER;STEPHANIE, 541 ERNESTINE FALLS GROVETOWN, GA 30813

WILLIAMS, GORDON 541 ERNESTINE FALLS GROVETOWN, GA 30813 WILLIAMS, GORDON; WILLIAMS, MELISSA 541 ERNESTINE FALLS GROVETOWN, GA 30813 WILLIAMS, GORDON 541 ERNESTINE FALLS GROVETOWN, GA 30813

WILLIAMS, GORDON COOPER 541 ERNESTINE FALLS GROVETOWN, GA 30813 CAROLINA TELEPHONE & TELEGRAPH CO PO BOX 7909 OVERLAND PARK, KS 66207

#### ATTACHMENT: APPLICATION



## County of Cumberland

Planning & Inspections Department

	CASE #:
	PLANNING BOARD
	MEETING DATE:
	DATE APPLICATION
	SUBMITTED:
	RECEIPT#:
	RECEIVED BY:
ı	

#### APPLICATION FOR REZONING REQUEST CUMBERLAND COUNTY ZONING ORDINANCE

The following items are to be submitted with the completed application:

- 1. A copy of the recorded deed and/or plat.
- If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered;
- A check made payable to "Cumberland County" in the amount of \$ 450.00 (See attached Fee Schedule).

#### Rezoning Procedure:

- 1. Completed application submitted by the applicant.
- Notification to surrounding property owners.
- 3. Planning Board hearing.
- Re-notification of interested parties / public hearing advertisement in the newspaper.
- County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
- If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is nonrefundable.

# TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1.	Requested Rezoning from Residential to O&I
2.	Address of Property to be Rezoned: 1429 McArthur Road, Fayetteville, NC 28311
3.	Location of Property: LYNN ACRES SUBDIVISION
	1429 McArthur Road, Fayetteville, NC 28311
4.	Parcel Identification Number (PIN #) of subject property: (2010) 0520-67-5984 (also known as Tax ID Number or Property Tax ID)
5.	Acreage: Frontage: N/A Depth: N/A
6.	Water Provider: Well: PWC: Other (name): _New Millennium RE
7.	Septage Provider: Septic Tank PWC
8.	Deed Book, Page(s), Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9.	Existing use of property: Residential
10.	Proposed use(s) of the property:Educational Training, Mental Health
	Classes
11.	Do you own any property adjacent to or across the street from this property?
	Yes No If yes, where?1421 McArthur Road, Fayetteville, N
12.	Has a violation been issued on this property? YesNo
accon	py of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a on of a parcel, a written legal description by metes and bounds, showing acreage must an one pany the deeds and/or plat. If more than one zoning classification is requested, a correct and bounds legal description, including acreage, for each bounded area must be litted.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct. Khalil Hamid Hasan, Sr. NAME OF OWNER(S) (PRINT OR TYPE) 1421 McArthur Road, Fayetteville, NC 28311 ADDRESS OF OWNER(S) (Same) WORK TELEPHONE # Annie R. Hasan NAME OF YGENT, ATTORNEY, APPLICANT (PRINT OR TYPE) 1340 McArthur Road, Fayetteville, NC ADDRESS OF AGENT, ATTORNEY, APPLICANT adhccare@gmail.com E-MAIL 910-488-8881 WORK TELEPHONE # SIGNATURE OF OWNER(S) SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

The contents of this application, upon submission, become "public record."

SIGNATURE OF OWNER(S)

PUBLIC NOTICE
The Cumberland County
Board of Commissioners
will meet at 6:45 p.m. on
May 20, 2024 in Room 118 of
the County Courthouse at
117 Dick Street to hear the
following:

ZON-24-0009: Rezoning from A1 Agricultural Dis. to R40A Res. Dis. or to a more restrictive zoning dis, 1.8 +/- ac; 3640 S. River School Rd, Christopher Muscarella (Owner).

ZON-24-0010: Rezoning from R6A Res. Dis. to O&I(P) Planned Office and Institutional Dis. or to a more restrictive zoning dis. for .46 +/- ac; 1429 McArthur Rd, Annie Hasan (Agent), Khalil Hasan (Owner).

ZON-24-0011: Rezoning from A1 Agricultural Dis. to R15 Res. Dis. or to a more restrictive zoning dis, 2.96 +/- acres; 1384 Cypress Lakes Rd, Corey and Ruth Hamm (Owners).

ZON-24-0012: Rezoning from A1 Agricultural District to R15 Res. Dis. or to a more restrictive zoning district; 3.89 +/- ac; located at the southernmost point of Leander Lane and abutting the end of Dulles Rd, Jeff Riddle (Agent), Towanda Raye (Owner).

Publication Dates



#### PLANNING AND INSPECTIONS DEPARTMENT

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

**DATE:** 6/3/2024

**SUBJECT: CASE # ZON-24-0013** 

#### **BACKGROUND**

**ZON-24-0013:** Rezoning from C1(P)/CU Planned Local Business District Conditional Use and RR Rural Residential District to C1(P) Planned Local Business District or to a more restrictive zoning district for .69 +/-acres; located at 6189 US Hwy 301, submitted by Ronnie Davis (Owner).

#### RECOMMENDATION / PROPOSED ACTION

**Planning Board Action:** Recommended denial of the rezoning request from C1(P)/CU Planned Local Business District Conditional Use and RR Rural Residential District to C1(P) Planned Local Business District at their May 21, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

**Staff Recommendation:** In Case ZON-24-0013, Planning and Inspections staff recommends denial of the rezoning request from C1(P)/CU Planned Local Business District Conditional Use and RR Rural Residential District to C1(P) Planned Local Business District. Staff finds that the request is not consistent with the Southwest Cumberland Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

#### **MOTION:**

In Case ZON-24-0013, I move to deny the rezoning request from C1(P)/CU Planned Local Business District

Conditional Use and RR Rural Residential District to C1(P) Planned Local Business District. The request is not consistent with the Southwest Cumberland Land Use Plan which calls for "Farmland" at this location. The request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

#### **MOTION:**

In Case ZON-24-0013, I move to approve the rezoning request from C1(P)/CU Planned Local Business District Conditional Use and RR Rural Residential District to C1(P) Planned Local Business District and find that approval is an amendment to the adopted, current Southwest Cumberland Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. The request is reasonable and in the public interest because

#### **ATTACHMENTS:**

Description Type
ZON-24-0013 Backup Material



# **Cumberland County Joint Planning Board**

MAY 24, 2024

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: ZON-24-0013: Rezoning from C1(P)/CU Planned Local Business District

Conditional Use and RR Rural Residential District to C1(P) Planned Local Business District or to a more restrictive zoning district for .69 +/- acres; located at

6189 US Hwy 301, submitted by Ronnie Davis (Owner).

ACTION: Recommended denial of the rezoning request from C1(P)/CU Planned Local

Business District Conditional Use and RR Rural Residential District to C1(P) Planned Local Business District at their May 21, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which

are incorporated herein by reference.

#### MINUTES OF MAY 21 2024

Mr. Moon presented the case information.

In Case ZON-24-0013, Planning and Inspections staff recommends denial of the rezoning request from C1(P)/CU Planned Local Business District Conditional Use and RR Rural Residential District to C1(P) Planned Local Business District. Staff finds that the request is not consistent with the Southwest Cumberland Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

The Board and Staff discussed the rezoning request and noted this case was continued from the April meeting.

Mr. Moon explained that Mr. Ronnie Davis modified the application to change the use from a barber shop to self-storage. He stated that the Planning Staff's recommendation from the previous meeting remains unchanged with a denial recommendation. The denial of the request from C1(P)CU to C1(P), despite the change in the proposed use by the applicant, would still be inconsistent in character and harmony with the area and with the current land use plan.



Mr. Williams inquired about the initial zoning request and if the County's Sheriff's Office had any input with the current zoning. Mr. Williams explained that he would need more information to deny the request.

Mr. Howard stated that he did not believe there were any current concerns with the Sheriff's Office.

Mr. Lloyd asked the staff questions about the rezoning proposed location and stated concerns about the street being a dead-end road.

Mr. Howard addressed the question about the road and echoed concerns about road access and neighborhood character.

There were no speakers for or against the case.

In Case ZON-24-0013, Mr. Lloyd made a motion, seconded by Mr. Burton to recommend denial of the rezoning request from C1(P)/CU Planned Local Business District Conditional Use and RR Rural Residential District to C1(P) Planned Local Business District. The Board finds that the request is not consistent with the Southwest Cumberland Land Use Plan which calls for "Farmland" at this location. The Board also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning. The Board voted 7-1 to recommend denial with Mr. Williams voting against the motion.

#### First Class and Record Owners' Mailed Notice Certification



PLANNING STAFF REPORT

REZONING CASE # ZON-24-0013

Planning Board Meeting: May 21, 2024

Location: 6189 US HWY 301 South Jurisdiction: County-Unincorporated

#### **REQUEST**

#### Rezoning C1(P) CU and RR to C1(P)

Applicant requests a rezoning from C1(P) Planned Local Business District and RR Rural Residential District for .69 +/- acres located at 6189 US HWY 301 South, with access available via Mabry Road, as shown in Exhibit "A". This parcel is currently vacant. The intent of the request is for the owner to operate a self-storage facility with no outdoor storage and to eliminate the existing Conditional Use restricting use of the site to a manufactured home and convenience general store, as set forth in Conditional Use zoning case P89-138.

#### PROPERTY INFORMATION

**OWNER/APPLICANT**: Ronnie Davis (Owner/Applicant)

**ADDRESS/LOCATION:** Located at 6189 US HWY 301 South. Refer to Exhibit "A", Location and Zoning Map. REID number: 0412672832000.

**SIZE**: The parcel contains approximately .69 +/- acres. Road frontage along Mabry Road is 88+/- feet. The property is approximately 356 +/- feet in length at its deepest point.

**EXISTING ZONING:** A portion of the parcel is zoned C1(P)/CU Planned Local Business District. The approved Conditional Use zoning limits use of the site to a mobile home and a convenience store. The C1(P) district is designed to cater to the ordinary shopping needs of the immediate neighborhood with emphasis on convenience goods. This district is customarily located adjacent to an arterial street and generally surrounded by residential areas; the conditional use associated with this parcel allowed the placement of a manufactured

RR C1(P) C1(P) RRR A1

C1(P) C

home to be on the parcel with a convenience store for the owner/operator to live on site.

A portion of the parcel is also zoned RR Rural Residential. This district for traditional rural use with lots of 20,000 square feet or above. The principal use of the land is for suburban density residential, including manufactured housing units, and agricultural purposes. These districts are intended to ensure that residential development not having access to public water supplies and dependent upon septic tanks for sewage disposal will occur at a sufficiently low density to provide for a healthful environment.

**EXISTING LAND USE**: The subject parcel is currently vacant. Exhibit "B" shows the existing use of the subject property.

**SURROUNDING LAND USE**: Exhibit "B" illustrates the following:

- North: Wooded lands.
- East: Single-family homes and wooded lands
- West: Light industrial operations
- South: Wooded lands

**OTHER SITE CHARACTERISTICS**: The site is not located in a Watershed or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates the presence of hydric soils. There are no hydric inclusion soils at the property.

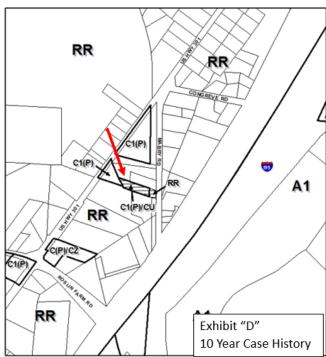


#### TEN YEAR ZONE CASE HISTORY:

No zoning cases appear in the area over the last ten-year period, as demonstrated in "Exhibit D".

#### **DEVELOPMENT REVIEW:**

Should the request to rezone be approved, a non-residential site plan application will be required prior to development of the site. The site plan will be reviewed by the Current Planning Division for conformance with all applicable Zoning and Subdivision regulations prior to issuance of any permits.



#### **DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:**

Minimum Standard	C1(P)/CU (Existing)	RR (Existing)	C1(P) (Proposed)
Front Yard Setback	45 feet	30 feet	45 feet
Side Yard Setback	15 feet	15 feet	15 feet
Rear Yard Setback	20 feet	35 feet	20 feet
Lot Area	n/a	20,000 sq. feet	n/a
Lot Width	n/a	100 feet	n/a

#### **Development Potential:**

Existing Zoning (C1(P)/CU)	Existing Zoning (RR)	Proposed Zoning (C1(P)
1 manufactured dwelling unit	0 dwelling units	0 dwelling units

Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance
results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and
a fraction of less than one-half shall be disregarded.

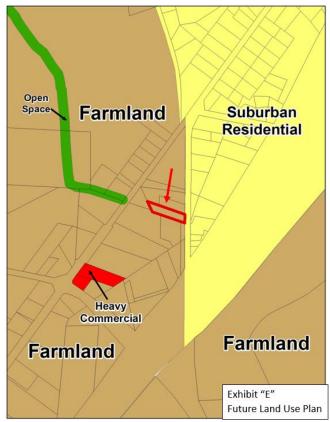
#### **COMPREHENSIVE PLANS:**

This property is located in the Southwest Cumberland Land Use Plan (2013). The future land use classification of the property is "Farmland". Associated zoning districts for this classification are A1, A1A, R40 and R40A.

The proposed rezoning request is not consistent with the adopted land use plan.

## FUTURE LAND USE CLASSIFICATION Development Goal:

- All commercial development in an established residential area should be in harmony with the area in scale, size, appearance, and accessibility (Southwest Cumberland Land Use Plan, pg. 136).
- Promote measures that protect farmland from urban development and encroachment (Southwest Cumberland Land Use Plan, pg. 142).
- Promote public education initiatives on the need to maintain and preserve farmland (Southwest Cumberland Land Use Plan, pg. 142).
- Preserve rural character and lifestyle where appropriate (Southwest Cumberland Land Use Plan, pg. 142).



#### **IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES**

**UTILITIES:** Water and sewer are not available to the subject property, as illustrated on Exhibit "C". Any future development must receive appropriate Environmental Health permits, and the lot size must meet the minimum area necessary to accommodate the required system.

**TRAFFIC:** The subject property sits on US 301 South and is identified as a minor arterial in the Metropolitan Transportation Plan. There are no roadway construction improvement projects planned and the subject property will have no significant impact on the Transportation Improvement Program. In addition, US 301 S. has a 2021 AADT of 7,700 and a road capacity of 14,700. Due to lack of data and the small scale, the new zoning request does not demand a trip generation. The new development should generate enough traffic to significantly impact US Hwy 301 South.

#### SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Gallberry Farm Elementary	884	886
Gray's Creek Middle	1083	1154
Gray's Creek High	1517	1452

**ECONOMIC DEVELOPMENT:** Fayetteville Cumberland County Economic Development Corporation has reviewed the request and had no objection to the proposal.

**EMERGENCY SERVICES:** Cumberland County Fire Marshal's office has reviewed the request provides the following comments:

- 1. Ensure all fire department access requirements are met in accordance with section 503 of the 2018 NC fire code.
- 2. Submit to-scale building plans for new construction and/or building renovation.

#### SPECIAL DISTRICTS/ OVERLAY DISTRICTS:

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Liberty:	n/a	Eastover Commercial Core Overlay District:	n/a
Voluntary Agricultural District (VAD):	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	n/a	Coliseum Tourism Overlay District:	n/a

n/a - not applicable

**CONDITIONS OF APPROVAL:** This is a conventional zoning. There are no conditions proposed at this time.

#### STAFF RECOMMENDATION

In Case ZON-24-0013, Planning and Inspections staff **recommends denial** of the rezoning request from C1(P)/CU Planned Local Business District Conditional Use and RR Rural Residential District to C1(P) Planned Local Business District. Staff finds that the request is not consistent with the Southwest Cumberland Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

Attachments: Notification Mailing List Application

#### ATTACHMENT - MAILING LIST

N C DEPT OF TRANSPORATION SAM & VIRGINIA HODGES CHILDRENS ELIAS, JORGE V 1546 MAIL SERVICE CTR LLC; HODGES, SAMUEL J JR HEIRS 5909 WATERCREST CT RALEIGH, NC 27611 5000 FLAGSTONE CT FAYETTEVILLE, NC 28304 HARRISBURG, NC 28075 HALE, JOSEPH E; HALE, ROBBIE M HALE, JOSEPH E; HALE, ROBBIE M FERRUZZI, DAVID F 7335 HYANNIS DR 7335 HYANNIS DR 6809 TOWBRIDGE RD FAYETTEVILLE, NC 28304 FAYETTEVILLE, NC 28304 FAYETTEVILLE, NC 28306 FERRUZZI, DAVID F MCFADYEN, EVELYN DAVIS, RONNIE RENEE 6809 TOWBRIDGE RD MCEACHIN; MCEACHIN, LARRY HEIRS 1051 SUN VALLEY DR FAYETTEVILLE, NC 28306 1051 SUN VALLEY DR FAYETTEVILLE, NC 28314 FAYETTEVILLE, NC 28314 WBM LLC WILLIAMS, EVA EVETTE MORRISON, ESTHER LEE PO BOX 26210 132 CONGREVE RD 6142 S US 301 HWY FAYETTEVILLE, NC 28314 HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 BRAMBLE, GRAHAM WESLEY JR MORRISON, ESTHER MORRISON, ESTHER LEE 6142 US 301 HWY 6142 S US 301 HWY 6254 S US 301 HWY HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 MORRISON, KEVIN DEVON BRAMBLE, KELVIN S MORGAN, ANGEL N 6151 MABRY ROAD 5080 MADISON AVE 6176 US HWY 301 SOUTH HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 MARTINEZ, RACHEL D HEIRS TAYLOR, ZACHARY M MCLEAN, MICHAEL GARLAND LIFE ESTATE 6195 S US 301 HWY 6250 MABRY RD 6246 MABRY RD HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 PATLAN, JOSE EUGENIO GONZALEZ MORRISON, ESTHER LEE PIT STOP 301 EXPRESS LLC 6202 S US 301 HIGHWAY 6142 S US 301 HWY 6279 US HWY 301 S HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 MORRISON, ESTHER MORRISON, ESTHER LEE YAHYA, ALI KAID 6142 S US 301 HIGHWAY 6142 S US 301 HWY 5802 ROCKFISH RD HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 ALSAIDI, IBRAHIM; ALDALALI, GAMIL DAVIS, LOUISE HEIRS MORRISON, DWAYNE LEROY; MORRISON, N.;RAGEH, NAJWA ABDALWAHAB M 5998 US HWY 301 S 211 BIG GAME LOOP 5320 SOUTH FORTY DR HOPE MILLS, NC 28348 COLUMBIA, SC 29229 HOPE MILLS, NC 28348

CSX TRANSPORTATION INC TAX DEPT

500 WATER ST C910

JACKSONVILLE, FL 32202

DILLETTE PROPERTIES, LLC

28172 HUMMINGBIRD CIR

NOVI, MI 48377

TAYLOR, PAULINE HEIRS

300 CHRISTOPHER DR

HIRAM, GA 30141

#### ATTACHMENT: APPLICATION



## County of Cumberland

Planning & Inspections Department

CASE#: 700 24 0013
PLANNING BOARD MEETING DATE:
DATE APPLICATION SUBMITTED:
RECEIPT#:
RECEIVED BY:

#### APPLICATION FOR REZONING REQUEST CUMBERLAND COUNTY ZONING ORDINANCE

The following items are to be submitted with the completed application:

- 1. A copy of the recorded deed and/or plat.
- If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered;
- 3. A check made payable to "Cumberland County" in the amount of \$ 250 (See attached Fee Schedule).

#### Rezoning Procedure:

- Completed application submitted by the applicant.
- Notification to surrounding property owners.
- Planning Board hearing.
- 4. Re-notification of interested parties / public hearing advertisement in the newspaper.
- County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
- 6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is nonrefundable.

Page 1 of

# TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners

Pro	mend and to change the zoning map of the County of Cumberland as provided for under the visions of the County Zoning Ordinance. In support of this petition, the following facts are mitted:
1.	Requested Rezoning from CIP CURR to CIP
2.	Address of Property to be Rezoned: (16 9 NS HIGHWAY 30)
3.	Location of Property: SHOPE LILLS N.C 28345
4.	Parcel Identification Number (PIN#) of subject property: <u>0412672832000</u> (also known as Tax ID Number or Property Tax ID)
5.	Acreage: P8 Depth: 356+
6.	Water Provider: Well: PWC: Other (name):
7.	Septage Provider: Septic Tank PWC DUKE
8.	Deed Book 928 0564, Page(s) 0564, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9.	Existing use of property:
10.	Proposed use(s) of the property: DARGELSTIP SUF STORAGE
11.	Do you own any property adjacent to or across the street from this property?  YesNoIf yes, where?
12.	Has a violation been issued on this property? YesNo
accom	y of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a n of a parcel, a written legal description by metes and bounds, showing acreage must pany the deeds and/or plat. If more than one zoning classification is requested, a correct and bounds legal description, including acreage, for each bounded area must be tted.
The P	lanning and Inspections Staff is available for advice on completing this application;

Page 2 of

however, they are not available for completion of the application.

The undersigned hereby acknowledge that petitioner or assigns, and the application as s	the County Planning Staff has conferred with the submitted is accurate and correct.	
RONNEE R. DAN		
NAME OF OWNER(S) (PRINT OR TYPE)		
ADDRESS OF OWNER(S)	4 DR FAYETHERENE N.C.	28314
910 241.0842 HOME TELEPHONE#	WORK TELEPHONE #	
NAME OF AGENT, ATTORNEY, APPLICA	ANT (PRINT OR TYPE)	
ADDDESS OF A CITATE ASSOCIATION AND		
ADDRESS OF AGENT, ATTORNEY, APPI		
E-MAIL	AZC, COM	
Lastweety 73@gnai	1.com	
HOME TELEPHONE #	WORK TELEPHONE #	
Rui Mi Duni		
SIGNATURE OF OWNER(S)	SIGNATURE OF AGENT, ATTORNEY OR APPLICANT	
SIGNATURE OF OWNER(S)		
The contents of this application, upo	n submission, become "public record."	

Cumberland County Rezoning Revised: 01-25-2013 Page 3 of A.

#### **ADDITIONAL OPTIONS**

1 Affidavit

#### SCHEDULE FOR AD NUMBER LWLM01074970

June 3, 2024
Fayetteville Observer
June 10, 2024
Fayetteville Observer

Public Notice
The Cumberland County
Board of Commissioners
will meet at 6:45 p.m. on
June 17, 2024 in Room 118
of the County Courthouse at
117 Dick Street to hear the
following:

ZON-24-0013: Rezoning from C1(P)/CU Planned Local Business Dis. Cond. Use and RR Rural Residential Dis. to C1(P) Planned Local Business Dis. or to a more restrictive zoning dis., .69 +/- acres; 6189 US Hwy 301, Ronnie Davis (Owner).

ZON-24-0016: Rezoning from Al Agricultural Dis. to C1(P) Planned Local Business Dis. or to a more restrictive zoning dis. for +/- acres; located at 4140 S. Hwy 87, Del Crawford (Agent) & PMV Property LLC (Owner).

ZON-24-0017: Rezoning from Al Agricultural Dis. & C(P) Planned Commercial to O&I(P) Planned Office & Institutional Dis. or to a more restrictive zoning dis. for 2.00 +/- acres; 8905, 8907, 8909 Clinton Rd, by Danny M. Johnson (Applicant) on behalf of Danny & Lorie Johnson (Owners).

June 3, 10 2024 LWLM0107497



#### PLANNING AND INSPECTIONS DEPARTMENT

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

**DATE:** 6/3/2024

**SUBJECT: CASE # ZON-24-0016** 

#### **BACKGROUND**

**ZON-24-0016:** Rezoning from A1 Agricultural District to C1(P) Planned Local Business District or to a more restrictive zoning district for 1.07 +/- acres; located at 4140 S. NC Hwy 87, submitted by Del Crawford (Agent) & PMV Property LLC (Owner).

#### RECOMMENDATION / PROPOSED ACTION

<u>Planning Board Action:</u> Recommended approval of the rezoning request from A1 Agricultural District to C1(P) Planned Local Business District at their May 21, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

**Staff Recommendation:** Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to C1(P) Planned Local Business District. Staff finds that the request is consistent with the South-Central Land Use Plan which calls for "Light Commercial" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

#### **MOTION:**

In Case ZON-24-0016, I move to approve the rezoning request from A1 Agricultural District to C1(P) Planned Local Business District and find that the request is consistent with the South-Central Land Use Plan which calls for "Light Commercial" at this location. The request is reasonable and in the public interest as it is

compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

## **MOTION:**

In Case ZON-24-0016, I move to deny the rezoning rec	quest from A1 Agricultural District to C1(P) Planned
Local Business District and find that the request is not co	onsistent with the South-Central Land Use Plan. The
request is not reasonable or in the public interest because	•

## **ATTACHMENTS:**

Description ZON-24-0016

Type

Backup Material





MAY 24, 2024

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **ZON-24-0016:** Rezoning from A1 Agricultural District to C1(P) Planned Local

Business District or to a more restrictive zoning district for 1.07 +/- acres; located at 4140 S. NC Hwy 87, submitted by Del Crawford (Agent) & PMV Property LLC

(Owner).

ACTION: Recommended approval of the rezoning request from A1 Agricultural District to

C1(P) Planned Local Business District at their May 21, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting

which are incorporated herein by reference.

#### MINUTES OF MAY 21, 2024

In Case ZON-24-0016, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to C1(P) Planned Local Business District. Staff finds that the request is consistent with the South-Central Land Use Plan which calls for "Light Commercial" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

In Case ZON-24-0016, Mr. Burton made a motion, seconded by Mr. Lloyd to recommend approval of the rezoning request from A1 Agricultural District to C1(P) Planned Local Business District. The Board finds that the request is consistent with the South-Central Land Use Plan which calls for "Light Commercial" at this location. The Board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

#### First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.



**PLANNING & INSPECTIONS** 

PLANNING STAFF REPORT

REZONING CASE # ZON-24-0016

Planning Board Meeting: May 21, 2024

Locations: 4140 S. NC Hwy 87

Jurisdiction: County-Unincorporated

REQUEST Rezoning A1 to C1(P)

Applicant requests a rezoning from A1 Agricultural District to C1(P) Planned Local Business District for approximately 1.07 +/- acres located at 4140 S. NC Hwy 87 as shown in Exhibit "A". This parcel is currently vacant. An abutting parcel to the north is also owned by the applicant, who intends to add a commercial laundromat and retail tenant space. A driveway and cross-access driveway already traverse the subject parcel, allowing for access to both NC Hwy 87 and Tom Starling Road, as illustrated in Exhibit "B".

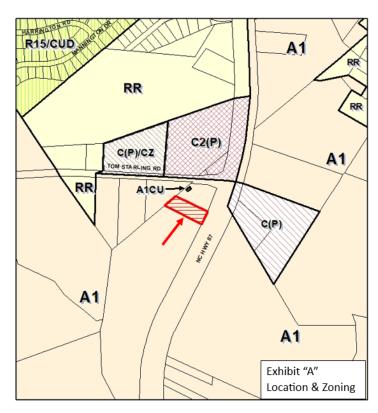
#### PROPERTY INFORMATION

**OWNER/APPLICANT:** PMV Property LLC-Vijay Patel (Owner); Del Crawford of Crawford Design Company (Applicant)

**ADDRESS/LOCATION:** Located at 4140 S. NC Hwy 87. Refer to Exhibit "A", Location and Zoning Map. REID number: 0443661326000.

**SIZE**: The parcel contains approximately 1.07 +/-acres. Road frontage along NC Hwy 87 S is 115 +/- feet. The property is approximately 390 +/-feet in length at its deepest point.

**EXISTING ZONING:** The subject property is currently zoned A1 Agricultural District. A1 Agricultural District is designed to promote and protect agricultural lands, including woodland, within the County. The general intent of the district is to permit all agricultural uses to exist free from most private urban development except for large lot, single-family development. Some public and/or semi-public uses as well as a limited list of convenient commercial uses are permitted to ensure essential services for the residents.

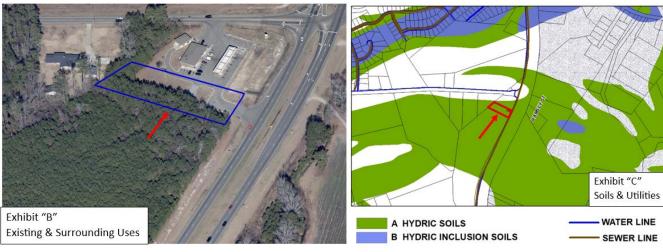


**EXISTING LAND USE**: The subject parcel is currently vacant.

**SURROUNDING LAND USE**: Exhibit "B" illustrates the following:

- North: Convenience Store with Gasoline Sales
- East: Woodland and Farmland
- West: Woodland, Farmland, & Single-family homes
- South: Woodland and Farmland

**OTHER SITE CHARACTERISTICS**: The site is not located in a Watershed or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates hydric soils present on the property. PWC is the water and sewer utility provider, and the site will be served by PWC.



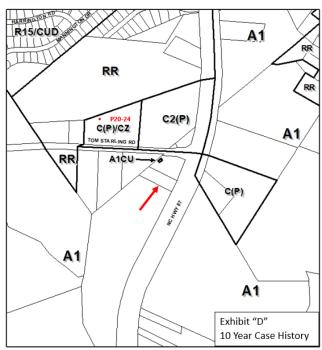
#### TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes the location of the zoning case history described below.

> P20-24: RR to C2(P) & C(P)CZ, Approved.

**DEVELOPMENT REVIEW: Prior to issuance of building** permits, a non-residential site plan will be required to be submitted to the Current Planning Division for review of conformance to Cumberland County's Zoning and/or Subdivision Ordinance.

### DIMENSIONAL **PROVISIONS FOR REQUESTED**



Minimum Standard	A1 (Existing Zoning)	C1(P) (Proposed Zoning)
Front Yard Setback	50 feet	45 feet
Side Yard Setback	20 feet	15 feet
Rear Yard Setback	50 feet	20 feet
Lot Area	2 Acres	n/a
Lot Width	100′	n/a

#### **Development Potential:**

DISTRICT:

Existing Zoning (A1)	Proposed Zoning (C1(P))
1 dwelling unit	0 dwelling units

Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

#### **COMPREHENSIVE PLANS:**

This property is located in the South-Central Land Use Plan Area (2015). The future land use classification of the property is "Light Commercial". Associated zoning districts for this classification are C1(P) and C2(P).

## The proposed rezoning request is consistent with the adopted land use plan.

Future Land Use Classification Development Goals:

- The intent of this classification (Light Commercial) is to provide quality, attractive commercial development that meets market demand, is harmonious with its surround area, has supporting infrastructure, preserves the natural environment, and is concentrated in nodes near major intersections and existing commercial development (South-Central Land Use Plan 2015, pg. 93).
- Allow small, concentrated commercial nodes for "Rural Area Centers" at selected major intersections in the rural portion of the Study Area to serve the needs of the residents (South-Central Land Use Plan 2015, pg. 94).
- Permit commercial establishments on the tracts of land sufficient in size to accommodate vehicular and pedestrian circulation, landscaping, buffering, signs, and other required development standards (South-Central Land Use Plan 2015, pg. 94).
- Encourage the reuse of vacant commercial structures (South Central Land Use Plan 2015, pg. 94).

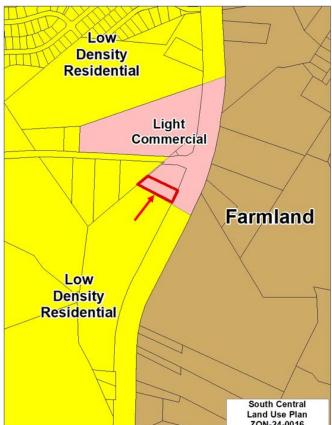


**UTILITIES:** PWC Sewer lines are available along the subject property. PWC water lines are also nearby to the north and are shown on Exhibit "C".

**TRAFFIC:** According to the Fayetteville Area Metropolitan Planning Organization (FAMPO), the subject property, 4140 S. NC HWY 87, abuts NC 87 which is identified as a "other principal arterial" in the Metropolitan Transportation Plan. NC 87 is identified in the Transportation Improvement Program as U-6229, Median and Guardrail Replacement, Add Pedestrian Signals, Resurface Pavement. In addition, NC 87 has a AADT 2021 of 21,500 and road capacity of 38,100. Due to current street improvements the new zoning request does not demand a trip generation. The new development should not generate enough traffic to significantly impact NC 87. Additionally, NCDOT will require a driveway permit, recognizes the driveway to the subject parcel and adjoining parcel exists along NC Highway 87 and states that new connections will not be permitted.

#### SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Alderman Road Elem	707	664
Gray's Creek Mid	1083	1107
Gray's Creek High	1517	1491



**ECONOMIC DEVELOPMENT:** Fayetteville Cumberland County Economic Development Corporation has reviewed the request and has no objection to the proposal.

**EMERGENCY SERVICES:** Cumberland County Fire Marshal's office has reviewed the request and has no objection to the proposal.

#### SPECIAL DISTRICTS/ OVERLAY DISTRICTS:

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Liberty:	n/a	Eastover Commercial Core Overlay District:	n/a
Voluntary Agricultural District (VAD):	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	n/a	Coliseum Tourism Overlay District:	n/a

n/a - not applicable

**CONDITIONS OF APPROVAL:** This is a conventional rezoning. There are no conditions proposed at this time.

#### STAFF RECOMMENDATION

In Case ZON-24-0016, Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to C1(P) Planned Local Business District. Staff finds that the request is consistent with the South-Central Land Use Plan which calls for "Light Commercial" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Attachments: Notification Mailing List Application

## **ATTACHMENT - MAILING LIST**

HALL, SIMEON B	HALL, SIMEON B	WARD, RODNEY D;WARD, LESLIE
230 SOUTHEASTERN BLV	230 SOUTHEASTERN BLV	2071 TOM STARLING RD
FAYETTEVILLE, NC 28301	FAYETTEVILLE, NC 28301	FAYETTEVILLE, NC 28306
WARD, RODNEY DUANE; WARD, LESLIE A	MCCOY, MARK STEVEN	PARTIN, EDWARD LEE;PARTIN, JOY W
2071 TOM STARLING RD	2080 TOM STARLING RD	2091 TOM STARLING RD
FAYETTEVILLE, NC 28306	FAYETTEVILLE, NC 28306	FAYETTEVILLE, NC 28306
DANIELS, CLARENCE	SAUNDERS, WILFORD R	MATTHEWS, DONALD LEROY JR
2094 TOM STARLING RD	2148 TOM STARLING RD	3274 BUTLER NURSERY RD
FAYETTEVILLE, NC 28306	FAYETTEVILLE, NC 28306	FAYETTEVILLE, NC 28306
MATTHEWS, DONALD LEROY JR 3274 BUTLER NURSERY RD FAYETTEVILLE, NC 28306	PATE, WILLIAM V;MAYHEW, PATRICIA 4045 NC HWY 87 S FAYETTEVILLE, NC 28306	PATE, WILLIAM VERDERY JR;MAYHEW, PATRICIA BROWN 4045 NC HWY 87 S FAYETTEVILLE, NC 28306
PATE, WILLIAM VERDERY JR;MAYHEW, PATRICIA BROWN 4045 NC HWY 87 S FAYETTEVILLE, NC 28306	PATE, WILLIAM VERDERY JR;MAYHEW, PATRICIA BROWN 4045 NC HWY 87 S FAYETTEVILLE, NC 28306	PMV PROPERTY LLC 4120 S NC 87 HWY FAYETTEVILLE, NC 28306
PMV PROPERTY LLC 4120 S NC 87 HWY FAYETTEVILLE, NC 28306	NURSERY VIEW PROPERTIES LLC PO BOX 65059 FAYETTEVILLE, NC 28306	JACKSON, JOSHUA ALLEN TILLMAN;JACKSON, ERIKA LEIGH PO BOX 48704 FAYETTEVILLE, NC 28331
KBR 2 INVESTMENTS, LLC;O'BRIEN,	KBR 2 INVESTMENTS, LLC;O'BRIEN,	KBR 2 INVESTMENTS, LLC;O'BRIEN,
NELSON T. II	NELSON T. II	NELSON T. II
7397 RIDDLE RD	7397 RIDDLE RD	7397 RIDDLE RD
ST PAULS, NC 28384	ST PAULS, NC 28384	ST PAULS, NC 28384

#### ATTACHMENT: APPLICATION



CASE #:
PLANNING BOARD MEETING DATE:
DATE APPLICATION SUBMITTED:

#### APPLICATION FOR REZONING REQUEST CUMBERLAND COUNTY ZONING ORDINANCE

The following items are to be submitted with the completed application:

- A copy of the recorded deed and/or plat.
- If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered.
- Legal description may be required: Staff will address upon review.
- Cash, check payable to "Cumberland County", Discover/Visa/Master card are accepted in Central Permitting, Room 106 or by Phone 910-321-6666. Payment can also be made via the self-service website with an addition of accepting American Express. \$450.00 (see current Fee Schedule)

#### Rezoning Procedure:

- Completed application submitted by the applicant.
- Notification to surrounding property owners.
- Planning Board hearing.
- Re-notification of interested parties / public hearing advertisement in the newspaper.
- County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
- If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7627 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application or site plan may cause the case to be delayed and will be scheduled for the next available Board of Adjustment meeting according to the board's meeting schedule. Also, the application fee is nonrefundable.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application or preparation of the site plan.

Historic Cumberland County Courthouse • 130 Gillespie St. – Post Office Box 1829 • Fayetteville, North Carolina 28301 (910) 678-7600 • Fax: (910) 678-7631

Cumberland County Rezoning Revised: 03-07-2024

## TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1.	Requested Rezoning from A1 to C1(P)
2.	Address of Property to be Rezoned: 4140 S NC HWY 87, FAYETTEVILLE NC 28306
3.	Location of Property to be rezoned, in detail: PETROMARTS LO:B SE:01 PL:0136-0192
4.	Parcel Identification Number (PIN #) of subject property: 0443661326000 (also known as Tax ID Number or Property Tax ID)
5.	Acreage: 1.07 Frontage: 115.51 Depth: 390.76
6.	Water Provider: Well:PWC: XOther (name):
7.	Septage Provider: Septic TankPWC_X
8.	Deed Book
9.	Existing use of property: VACANT PARCEL
10.	Proposed use(s) of the property: COMMERCIAL - LAUNDROMAT & RETAIL TENANT
11.	Do you own any property adjacent to or across the street from this property?  Yes X No If yes, where? 4120 S NC HWY 87, FAYETTEVILLE NC 28306
12.	Has a violation been issued on this property? YesNo X
portion	y of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a n of a parcel, a written legal description by metes and bounds, showing acreage must pany the deeds and/or plat. If more than one zoning classification is requested, a correct nd bounds legal description, including acreage, for each bounded area must be submitted.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.

Revised: 03-07-2024

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

VIJAY PATEL - PMV PROPERTY LLC	
NAME OF OWNER(S) (PRINT OR TYPE)	
4120 S NC HWY 87, FAYETTEVILLE NC 28306	
ADDRESS OF OWNER(S)	
301-247-6107	VIJAYPATEL1952@GMAIL.COM
TELEPHONE #	EMAIL
DEL CRAWFORD, CRAWFORD DESIGN COMPANY	
NAME OF AGENT, ATTORNEY, APPLICA	NT (PRINT OR TYPE)
116 N COOL SPRING STREET, FAYETTEVILLE NC 28	
ADDRESS OF AGENT, ATTORNEY, APPL	ICANT
ADMIN@CRAWFORDDSN.COM	
E-MAIL	
	910-221-0033
HOME TELEPHONE #	WORK TELEPHONE #
Vijuster	$\Omega$
SIGNATURE OF OWNER(S)	SIGNATURE OF AGENT, ATTORNEY OR APPLICANT
SIGNATURE OF OWNER(S)	

Note: The contents of this application, upon submission, become "public record."

Revised: 03-07-2024

#### **ADDITIONAL OPTIONS**

1 Affidavit

#### SCHEDULE FOR AD NUMBER LWLM01074970

June 3, 2024 Fayetteville Observer June 10, 2024 Fayetteville Observer

Public Notice The Cumberland County Board of Commissioners will meet at 6:45 p.m. on June 17, 2024 in Room 118 of the County Courthouse at 117 Dick Street to hear the following: ZON-24-0013: Rezoning from C1(P)/CU **Planned** Business Dis. Cond. Use and RR Rural Residential Dis. to C1(P) Planned Local Business Dis. or to a more restrictive zoning dis., +/- acres; 6189 US Hwy 301,

Ronnie Davis (Owner).

ZON-24-0016: Rezoning from A1 Agricultural Dis. to C1(P) Planned Local Business Dis. or to a more restrictive dis. zoning for +/- acres; located at 4140 S. NC Hwy 87, Del Crawford (Agent) & PMV Property LLC (Owner).

ZON-24-0017: Rezoning from Al Agricultural Dis. & C(P) Planned Commercial O&I(P) Planned & Institutional Dis. or to a more restrictive zoning dis. for 2.00 +/- acres; 8905, 8907, 8909 Clinton Rd, by Danny M. Johnson (Applicant) on behalf of Danny & Lorie Johnson (Owners).

June 3, 10 2024 LWLM0107497



#### PLANNING AND INSPECTIONS DEPARTMENT

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

**DATE:** 6/3/2024

**SUBJECT: CASE # ZON-24-0017** 

#### **BACKGROUND**

**ZON-24-0017:** Rezoning from A1 Agricultural District & C(P) Planned Commercial District to O&I(P) Planned Office & Institutional District or to a more restrictive zoning district for 2.00 +/- acres; located at 8905, 8907, and 8909 Clinton Rd, submitted by Danny M. Johnson (Applicant) on behalf of Danny & Lorie Johnson (Owner).

#### RECOMMENDATION / PROPOSED ACTION

**Planning Board Action:** Recommended approval of the rezoning request from A1 Agricultural District & C(P) Planned Commercial District to O&I(P) Planned Office and Institutional District at their May 21, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

**Staff Recommendation:** In Case ZON-24-0017, Planning and Inspections staff recommends denial of the rezoning request from A1 Agricultural District & C(P) Planned Commercial District to O&I(P) Planned Office and Institutional District. Staff finds the request is not consistent with the Stedman Area Land Use Plan which calls for "Suburban Density Residential" at this location. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

#### **MOTION:**

In Case ZON-24-0017, I move to approve the rezoning request from A1 Agricultural District and C(P) Planned Commercial District to O&I(P) Planned Office and Institutional District and find that:

- 1. Approval is an amendment to the adopted, current Stedman Area Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request.
- 2. Uses allowed by the O&I(P) district are similar in character or create lower development impacts than uses allowed by right in the A1 or the C(P) districts that are currently assigned to the property.
- 3. Other non-residential uses and water utilities are located near the site.

The Board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

#### **MOTION:**

In Case ZON-24-0017, I move to deny t	the rezoning request from A1 Agricultural District and C(P) Planned
Commercial District to O&I(P) Planned	d Office and Institutional District and find that the request is not
consistent with the Stedman Area Land	Use Plan. The request is not reasonable or in the public interest
because	

#### **ATTACHMENTS:**

Description Type
ZON-24-0017 Backup Material



MAY 24, 2024

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **ZON-24-0017:** Rezoning from A1 Agricultural District & C(P) Planned Commercial

District to O&I(P) Planned Office & Institutional District or to a more restrictive zoning district for 2.00 +/- acres; located at 8905, 8907, and 8909 Clinton Rd, submitted by Danny M. Johnson (Applicant) on behalf of Danny & Lorie Johnson

(Owners).

ACTION: Recommended approval of the rezoning request from A1 Agricultural District &

C(P) Planned Commercial District to O&I(P) Planned Office and Institutional District at their May 21, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by

reference.

MINUTES OF MAY 21, 2024

Mr. Fagan presented the case information and photos.

In Case ZON-24-0017, Planning and Inspections staff recommends denial of the rezoning request from A1 Agricultural District & C(P) Planned Commercial District to O&I(P) Planned Office and Institutional District. Staff finds the request is not consistent with the Stedman Area Land Use Plan which calls for "Suburban Density Residential" at this location. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

Mr. Crumpler asked questions regarding the C(P) zoning of the proposed site and the use.

Mr. Moon explained that a small portion of the site is zoned C(P). He further explained that the response would be better addressed by the applicant as Planning Staff do not have any records to refer to.

Mr. Howard informed the Board that we had one speaker in favor with no one in opposition. He further stated that the speaker in favor is the applicant.

Chairwoman McLaughlin asked the Board if anyone had questions for the applicant.



Chairwoman McLaughlin opened the public meeting.

Mr. Danny Johnson provided the Board information on the property and the reason for his rezoning request. He further stated he needs more space for his insurance business.

Mr. Mobley provided historical information on the Town of Stedman and this particular area. He asked questions regarding the proposed business site to the applicant.

The Staff and Board conversed about the surrounding zoning and character of the area.

Mr. Crumpler asked Mr. Johnson if the business is currently run out of his house and if so, inquired about the type of traffic he receives.

Mr. Johnson explained that he does not receive much traffic. He further explained that his father ran a services station for 47 years in the middle of the road of the proposed site which was later affected by NCDOT road projects.

Mr. Mobley spoke on the County's current land use plan and how its adoption did not consider what existed in the past. He provided history of the area and explained how the current land use plans are not always aligned with reality. Mr. Mobley stated to the Board and applicant that the Planning Staff are only recommending denial of the rezoning case based on the current land use plan. He further went on to accept the request for rezoning.

Vice Chair Lloyd stated that the traffic would not uptick significantly based on the proposed business planned for the rezoning request. He mirrored Mr. Mobley's sentiments by recommending approval of the applicant's request. Mr. Lloyd also mentioned that the A1 district also allows, by right, some basic office uses for surrounding farming areas and that the proposed district is not that intense of a change.

The Board and Staff discussed the lot size and possible additional uses of the applicant's rezoning site.

Chairwomen McLaughlin closed the public meeting.

In Case ZON-24-0017, Mr. Mobley made a motion, seconded by Mr. Lloyd to recommend approval of the rezoning request from A1 Agricultural District & C(P) Planned Commercial District to O&I(P) Planned Office and Institutional District. The Board finds that although the request does not comply with the adopted land use plan, the O&I(P) district allows similar uses allowed by right in the A1 and C(P) district. The Board also finds that the request is reasonable and in the public





interest as it is compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

#### First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

also included.



**PLANNING & INSPECTIONS** 

PLANNING STAFF REPORT

REZONING CASE # ZON-24-0017

Planning Board Meeting: May 21, 2024

Locations: 8905, 8907, & 8909 Clinton Rd. Jurisdiction: County-Unincorporated

#### **REQUEST**

#### Rezoning A1 & C(P) to O&I(P)

Applicant requests a rezoning from A1 Agricultural District & C(P) Planned Commercial District to O&I(P) Planned Office & Institutional District for approximately 2.00 +/- acres located at 8905, 8907, & 8909 Clinton Rd., as shown in Exhibit "A". Boundaries of the proposed rezoning are also delineated in a survey provided in the attachments. This parcel currently contains two accessory structures and one trailer utilized for office space. The intent of the request is to use the land for office space for the applicant's insurance business.

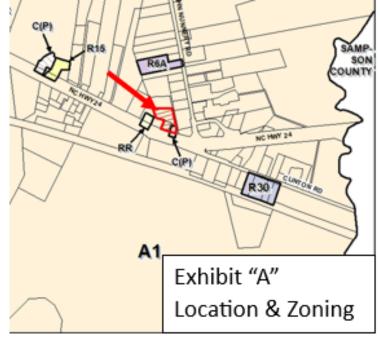
#### PROPERTY INFORMATION

**OWNER/APPLICANT:** Danny & Lorie Johnson (Owners & Applicants)

**ADDRESS/LOCATION:** Located at 8905, 8907, & 8909 Clinton Rd. Refer to Exhibit "A", Location and Zoning Map. REID number(s): 1405268512000, 1405269179000, & 1405266357000.

**SIZE**: The parcel contains approximately 2.00 +/- acres. Road frontage along Clinton Road is 250 +/- feet. The property is approximately 409 +/- feet in length at its deepest point.

**EXISTING ZONING:** The subject property is currently zoned A1 Agricultural District & C(P) Planned Commercial District. A1 Agricultural District is designed to promote and protect agricultural lands, including woodland, within the County. The general intent of the district is to permit all agricultural uses to exist free from



most private urban development except for large lot, single-family development. Some public and/or semi-public uses as well as a limited list of convenient commercial uses are permitted to ensure essential services for the residents. C(P) Planned Commercial District is designed to assure the grouping of buildings on a parcel of land so as to constitute a harmonious, efficient and convenient retail shopping area. Site plans assure traffic safety and the harmonious and beneficial relations between the commercial area and the contiguous land. To promote the essential design features with the C(P) district, plan approval is a requirement.

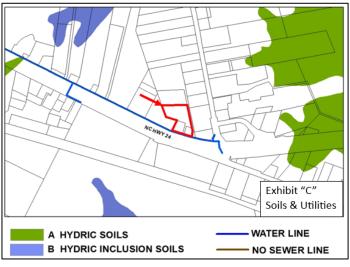
**EXISTING LAND USE**: The subject parcel currently holds an office trailer and 2 metal accessory structures. Exhibit "B" shows the existing use of the subject property.

**SURROUNDING LAND USE**: Exhibit "B" illustrates the following:

- North: Single-family homesEast: Single-family homes
- West: Farmland, and single-family homesSouth: Farmland, and single-family homes

**OTHER SITE CHARACTERISTICS**: The site is not located in a Watershed or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates no hydric and/or hydric inclusion soils present on the property. Stedman water is the water utility provider, and the site will be served by private septic.





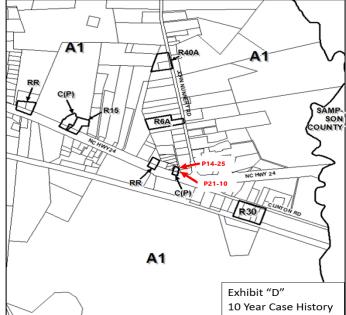
#### TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes the location of the zoning case history described below.

- P14-25: A1 to C(P), Approved.
- P21-10: C(P) to A1, Approved.

#### **DEVELOPMENT REVIEW:**

Prior to issuance of building permits, a non-residential site plan submittal will be required for review to the Current Planning Division of the Planning & Inspections Department that demonstrates compliance with the Cumberland County Zoning and/or Subdivision Ordinance.



#### DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1 (Existing Zoning)	C(P) (Existing Zoning)	O&I(P) (Proposed)
Front Yard Setback	50 feet	50 feet	35 feet
Side Yard Setback	20 feet	30 feet	15 feet
Rear Yard Setback	50 feet	30 feet	20 feet
Lot Area	2 Acres	n/a	n/a
Lot Width	100′	n/a	n/a

#### **Development Potential:**

Existing Zoning (A1 & C(P))	Proposed Zoning (O&I(P))
1 dwelling unit	0 dwelling units

Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance
results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and
a fraction of less than one-half shall be disregarded.

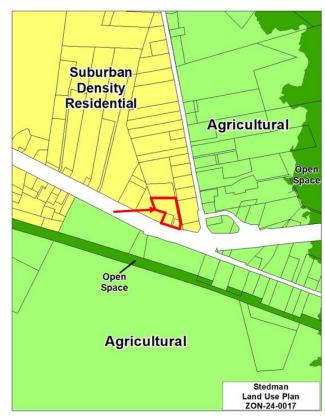
#### **COMPREHENSIVE PLANS:**

This property is located in the Stedman Area Land Use Plan (2020). The future land use classification of the property is "Suburban Density Residential". Associated zoning districts for this classification are R40, R40A, R30, R30A, R20, R20A, RR, & CD.

The proposed rezoning request is not consistent with the adopted land use plan.

Future Land Use Classification Development Goals:

- The intent of this classification (Suburban Density Residential) is to allow for a denser, neighborhood type residential developments with no more than one unit per 20,000 square feet, or approximately 0.46 acres. Septic systems may be utilized based on soil type, lot size, and distance from public sewer (Stedman Area Land Use Plan 2020, p. 42).
- The Office & Institutional land use classification allows for general office and institutional uses that may serve as a buffer between commercial and residential uses (Stedman Area Land Use Plan, p. 42).
- Location Criteria for O&I: (1) Public water and sewer is preferred; (2) Direct access to a collector street is preferred; (3) if not developed in an office
  - park, should serve as a transition between commercial and residential uses; (4) Must be located on a sufficient site that provides adequate area for buffering screening, and landscaping (Stedman Area Land Use Plan 2020, p. 48).
- Location Criteria for Suburban Density Residential: (1) Septic system allowed based on soil type, lot size, and distance from public sewer; (2) Must have direct access to a public street; (3) Must not be located in any defined critical area as defined by the Fort Bragg Small Area Study (Cumberland County Land Use Policies Plan 2009, p. 5)



#### IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

**UTILITIES:** Sewer lines are not available near the subject property. Water lines for the Stedman water utility are shown on Exhibit "C" and are along the front of the property. The trailer is currently served by an existing on-site septic system. Any future development must receive appropriate Environmental Health permits, and the lot size must meet the minimum area necessary to accommodate the required system.

**TRAFFIC:** According to the Fayetteville Area Metropolitan Planning Organization (FAMPO), the subject property, 8905, 8907, & 8909 Clinton Road, is located outside of FAMPO boundaries. As such, no available data was present to ascertain traffic impacts.

#### SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Stedman Primary	162	146
Stedman Elementary	358	268
Mac Williams Middle	1164	1174
Cape Fear High	1476	1598

**ECONOMIC DEVELOPMENT:** Fayetteville Cumberland County Economic Development Corporation has reviewed the request and has no objection to the proposal.

**EMERGENCY SERVICES:** Cumberland County Fire Marshal's office has reviewed the request and has no objections.

SPECIAL DISTRICTS/ OVERLAY DISTRICTS: The site is not located in an overlay or special district.

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Liberty:	n/a	Eastover Commercial Core Overlay District:	n/a
Voluntary Agricultural District (VAD):	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	n/a	Coliseum Tourism Overlay District:	n/a

n/a - not applicable

**CONDITIONS OF APPROVAL:** This is a conventional rezoning. There are no conditions proposed at this time.

#### STAFF RECOMMENDATION

In Case ZON-24-0017, Planning and Inspections staff **recommends denial** of the rezoning request from A1 Agricultural District & C(P) Planned Commercial District to O&I(P) Planned Office and Institutional District. Staff finds the request is not consistent with the Stedman Area Land Use Plan which calls for "Suburban Density Residential" at this location. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

Attachments: Notification Mailing List Application Survey

## **ATTACHMENT - MAILING LIST**

THORNESS, RANDALL DAVID; NANCY, LEE 9065 CLINTON RD AUTRYVILLE, NC 28318	SUTTON, LARRY OWEN TRUSTEE;SUTTON, BETTY CASHWELL TRUSTEE PO BOX 156 AUTRYVILLE, NC 28318	JOHNSON, DANNY;JOHNSON, LORIE 531 CEDAR LAKE LN CLINTON, NC 28328
JOHNSON, DANNY MARTIN;JOHNSON, L	JOHNSON, DANNY; JOHNSON, LORIE	JOHNSON, DANNY;JOHNSON, LORIE
531 CEDAR LAKE LANE	531 CEDAR LAKE LN	531 CEDAR LAKE LN
CLINTON, NC 28328	CLINTON, NC 28328	CLINTON, NC 28328
JOHNSON, DANNY MARTIN;JOHNSON, LORIE ANN 531 CEDAR LAKE LANE CLINTON, NC 28328	WOOTEN, LEROY ANTHONY 634 MONAGAN ST FAYETTEVILLE, NC 28301	CITY OF FAYETTEVILLE 433 HAY ST FAYETTEVILLE, NC 28301
AUTRY, TERESA JOHNSON	JIMENEZ, SUSAN MAVROPOULOS	CSX TRANSPORTATION INC TAX DEPT
704 TAMARACK DR APT 5110	224 NEW ELLENTON RD	500 WATER ST C910
FAYETTEVILLE, NC 28311	FAYETTEVILLE, NC 28312	JACKSONVILLE, FL 32202
MATTHEWS, MICHAEL RAY; MATTHEWS, PEGGY LYNN 8329 ARABIA RD LUMBER BRIDGE, NC 28357	NC DEPT OF TRANSPORTATION 1546 MAIL SERVICE CTR RALEIGH, NC 27699	N C DEPT OF TRANSPORTATION 1546 MAIL SERVICE CTR RALEIGH, NC 27699
BARRETT, MICHAEL W;BARRETT, CARLA B	HARRIS, SHEILA ELAINE	UNDERWOOD, WALTER F;UNDERWOOD,
9010 CLINTON RD	331 JOHN NUNNERY RD	246 JOHN NUNNERY RD
STEDMAN, NC 28391	STEDMAN, NC 28391	STEDMAN, NC 28391
NUNNERY, JOHN STEVEN	NUNNERY, ROBERT L; NUNNERY, JUNE B	UNDERWOOD, WALTER F;UNDERWOOD,
PO BOX 225	9021 OMA LN	256 JOHN NUNNERY RD
STEDMAN, NC 28391	STEDMAN, NC 28391	STEDMAN, NC 28391
ULRICH, MIRIAM L;ULRICH, TROY ORREN 156 RED ROSE DRIVE STEDMAN, NC 28391	SOTO, MIKE;TORRES, MIKE;SOTO, MATTHEW ALEXANDER;SOTO, MICHAEL ANTHONY 336 JOHN NUNNERY ROAD STEDMAN, NC 28391	MAVROPOULOS, VIRGINIA P 253 JOHN NUNNERY RD STEDMAN, NC 28391
HALL, ROY HINTON;BULLARD, LISA HALL	JOHNSON, REESE P	BROCK, JOHN A;BROCK, LINDA H
160 JOHN NUNNERY	8813 CLINTON RD	PO BOX 129
STEDMAN, NC 28391	STEDMAN, NC 28391	STEDMAN, NC 28391
KNUDSEN, TONY E;KNUDSEN, ALISA N	AUTRY, DIANE H;AUTRY, DALE E	MAVROPOULOS, VIRGINIA P
9057 OMA LN	207 JOHN NUNNERY RD	253 JOHN NUNNERY RD
STEDMAN, NC 28391	STEDMAN, NC 28391	STEDMAN, NC 28391

BENNETT, JERRY ALLEN JOHNSON, BARBARA FAIRCLOTH, KAREN LIFE ESTATE 268 JOHN NUNNERY RD 8731 CLINTON RD 200 JOHN NUNNERY ROAD STEDMAN, NC 28391 STEDMAN, NC 28391 STEDMAN, NC 28391 HOGAN, POLLY A STAMPS, RANDY W HALL, ROY G; HALL, ELIZABETH J 221 JOHN NUNNERY RD 355 JOHN NUNNERY RD 8654 CLINTON RD STEDMAN, NC 28391 STEDMAN, NC 28391 STEDMAN, NC 28391 BARRETT, MICHAEL W;BARRETT, CARLA B MAVROPOULOS, VIRGINIA JOHNSON NUNNERY, JEWELL 9010 CLINTON RD 253 JOHN NUNNERY RD 394 JOHN NUNNERY RD STEDMAN, NC 28391 STEDMAN, NC 28391 STEDMAN, NC 28391 UNDERWOOD, WALTER F; UNDERWOOD, CLAY, DANIEL; CLAY, KENISHA LYNNAE AUTRY, DALE EDWARD; AUTRY, LENA PAMELA F MCNAIR DIANE 256 JOHN NUNNERY RD 220 JOHN NUNNERY RD 207 JOHN NUNNERY RD STEDMAN, NC 28391 STEDMAN, NC 28391 STEDMAN, NC 28391 NUNNERY, ROBERT; NUNNERY, JUNE NUNNERY, JOHN STEVEN; CYNTHIA BENNETT, RACHEL N 9021 OMA LN DENISE NUNNERY TYNDALL 254 JOHN NUNNERY RD STEDMAN, NC 28391 STEDMAN, NC 28391 PO BOX 225 STEDMAN, NC 28391 MORRISON, AUDREY WEAVER NUNNERY, GREGORY PRESTON KNUDSEN, TONY E; KNUDSEN, ALISA N 9047 CLINTON RD 144 JOHN NUNNERY RD 9057 OMA LN STEDMAN, NC 28391 STEDMAN, NC 28391 STEDMAN, NC 28391 NUNNERY, JOHN P; NUNNERY, HELEN S BIGSBY, SADIE N JOHNSON, BARBARA 312 JOHN NUNNERY RD 8731 CLINTON RD 9020 OMA LN STEDMAN, NC 28391 STEDMAN, NC 28391 STEDMAN, NC 28391 BELDEN, ZACHRY DANIEL; CARPENTER, MORRISON, AUDREY WEAVER HOLLINGSWORTH, HUGH OLIVER 9047 CLINTON RD PATRICIA AMITTIE 377 JOHN NUNNERY RD STEDMAN, NC 28391 241 JOHN NUNNERY ROAD STEDMAN, NC 28391 STEDMAN, NC 28391 WATSON, JOHN K; WATSON, LORA L. FAIRCLOTH, HERMAN RICHARD LIFE CLAY, DANIEL; CLAY, KENISHA LYNNAE 153 JOHN NUNNERY RD ESTATE; FAIRCLOTH, VERNIE NUNNERY MCNAIR STEDMAN, NC 28391 220 JOHN NUNNERY RD LIFE ESTATE 256 JOHN NUNNERY ROAD STEDMAN, NC 28391 STEDMAN, NC 28391

BROCK, JOHN A; LINDA, H

STEDMAN, NC 28391

PO BOX 129

WATSON, JOHN KEITH; WATSON, LORA L.

153 JOHN NUNNERY RD

STEDMAN, NC 28391

MAVROPOULOS, VIRGINIA

253 JOHN NUNNERY RD

STEDMAN, NC 28391

KNUDSEN, TONY;KNUDSEN, ALISA N 9057 OMA LN STEDMAN, NC 28391 MCNEILL, ALTON HAROLD;MCNEILL, SHIRLEY ANN 916 BLOODSTONE CT STEDMAN, NC 28391 AUTRY, DALE E;AUTRY, DIANE H 207 JOHN NUNNERY RD STEDMAN, NC 28391

NUNNERY, JEWEL C 394 JOHN NUNNERY RD STEDMAN, NC 28391 PATTERSON, ALICEN GODWIN 319 JOHN NUNNERY RD STEDMAN, NC 28391 JOHNSON, REUBEN G 8705 CLINTON RD STEDMAN, NC 28391

#### ATTACHMENT: APPLICATION



Planning & Inspections Department

CASE #:	
PLANNING BOARD MEETING DATE:	
DATE APPLICATION SUBMITTED:	

#### APPLICATION FOR REZONING REQUEST CUMBERLAND COUNTY ZONING ORDINANCE

The following items are to be submitted with the completed application:

- 1. A copy of the recorded deed and/or plat.
- 2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered.
- A check made payable to "Cumberland County" in the amount of \$\_\_\_\_\_.
   (See County Fee Schedule).

#### Rezoning Procedure:

- 1. Completed application submitted by the applicant.
- 2. Notification to surrounding property owners.
- Planning Board hearing.
- Re-notification of interested parties / public hearing advertisement in the newspaper.
- County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
- 6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7627 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is nonrefundable.

## TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1.	Requested Rezoning from CP+ A1 to O+I
2.	Address of Property to be Rezoned: 8907 CLEWTON ROAD, STEDMAN, N.C. 18391
3.	Location of Property, details: I MILE FROM MUTRIS VELLE, OUC ON
	Hwy 24
1.	Parcel Identification Number (PIN #) of subject property: 1405-26-85/2 (also known as Tax ID Number or Property Tax ID)
5.	Acreage: 2 Frontage: 250 Depth: 409.68
6.	Water Provider: Well:PWC:Other (name): AUTRUSVEUR TOWNSCHEEP
7.	Septage Provider: Septic TankPWC
8.	Deed Book 11944, Page(s) OK63, OK65, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9.	Existing use of property: VACANT BULLDENGS ON SITE
10.	Proposed use(s) of the property: OFFICE SPACE
11.	Do you own any property adjacent to or across the street from this property? SGG CLTUTON PC Yes V No If yes, where? REHIMD AND BESIDE 2539/
12,	Has a violation been issued on this property? Yes No STEPMEN, NO
	2839,

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct mete and bounds legal description, including acreage, for each bounded area must be submitted.

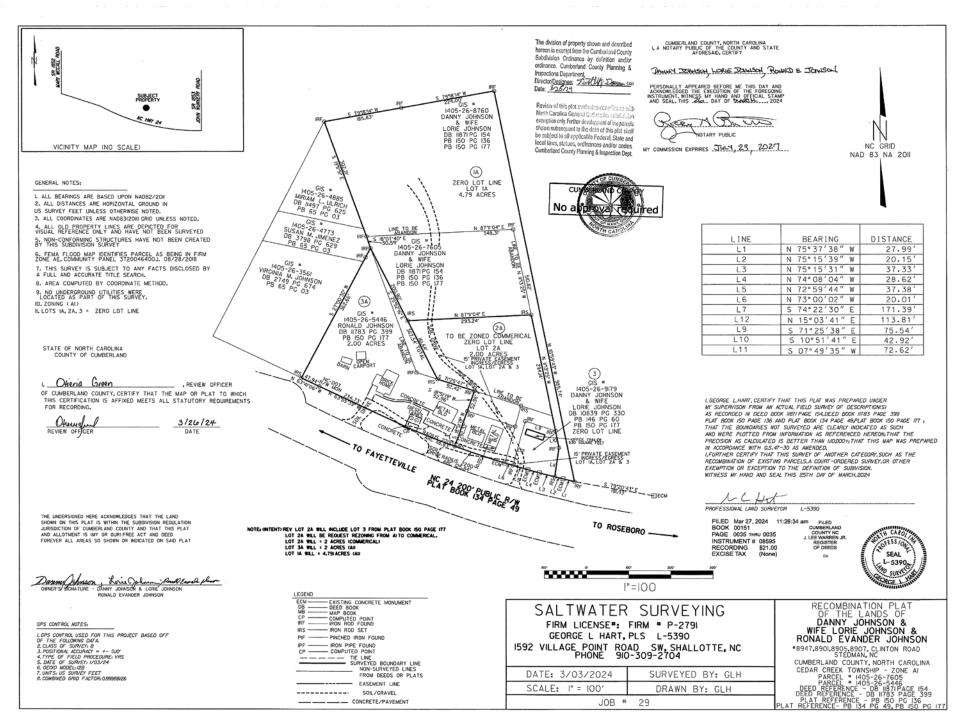
The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.

Revised: 01-16-2024

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

DAWNY M. TOHNSON NAME OF OWNER(S) (PRINT OR TYPE)	
8848 CLIWTON ROAD, STEDMAN ADDRESS OF OWNER(S)	U, N.C. 28391
9/0-824-4472 HOME TELEPHONE #	9/0- &24- 4472 WORK TELEPHONE #
STEUE BUNCE NAME OF AGENT, ATTORNEY, APPLICAN	NT (PRINT OR TYPE)
1003 HAY STREET, SUITE 1 FAUL ADDRESS OF AGENT, ATTORNEY, APPLI	ETTEVECLE NO. 28305 CANT
E-MAIL	
HOME TELEPHONE #	910-484-/600 WORK TELEPHONE #
SIGNATURE OF OWNER(S) Column  SIGNATURE OF OWNER(S)  SIGNATURE OF OWNER(S)	SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

The contents of this application, upon submission, become "public record."



### **ADDITIONAL OPTIONS**

1 Affidavit

### SCHEDULE FOR AD NUMBER LWLM01074970

June 3, 2024
Fayetteville Observer
June 10, 2024
Fayetteville Observer

**Public Notice** Cumberland The County Board of Commissioners will meet at 6:45 p.m. on June 17, 2024 in Room 118 of the County Courthouse at 117 Dick Street to hear the following: ZON-24-0013: Rezoning from Planned C1(P)/CU Local Business Dis. Cond. and RR Rural Residential Dis. to C1(P) Planned Local Business Dis. or to a more restrictive zoning dis., .69 +/- acres; 6189 US Hwy 301, Ronnie Davis (Owner). ZON-24-0016: Rezoning from A1 Agricultural Dis. to C1(P) Planned Local Business Dis. or to a more restrictive zoning dis. for +/- acres; located at 4140 S. NC Hwy 87, Del Crawford (Agent) & PMV Property LLC (Owner). ZON-24-0017: Rezoning from A1 Agricultural Dis. & C(P) Planned Commercial to O&I(P) Planned Office & Institutional Dis. or to a more restrictive zoning dis. for  $2.00 \pm /-$  acres; 8905, 8907, 8909 Clinton Rd, by Danny M. Johnson (Applicant) on behalf of Danny & Lorie Johnson (Owners). June 3, 10 2024 LWLM0107497



### ENGINEERING AND INFRASTRUCTURE DEPARTMENT

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND

**INFRASTRUCTURE** 

**DATE:** 6/5/2024

SUBJECT: CONSIDERATION OF BID AWARD FOR THE CROWN COLISEUM HOSPITALITY AND LOBBY RENOVATION PROJECT

### **BACKGROUND**

On February 7, 2024, the Engineering & Infrastructure Department solicited bids for the Crown Coliseum Hospitality and Lobby Renovation project. This project includes the renovation of the Crown Coliseum Hospitality Rooms and Pre-function spaces. Related doors, light fixtures, and operable partitions will be replaced. Original finishes for the walls, floors, stairs, and ceilings will be replaced with modern, durable solutions. Wall finishes will include specialty finishes for acoustical wall panels, wall protection, and decorative panels. Audio/Visual (AV) systems and necessary cabling infrastructure will be upgraded to the latest industry standards to meet the desired needs of the facility operators and clients. Sound isolation solutions including operable partitions, doors, and mechanical system noise/vibration control will be instituted to optimize the user acoustical experience.

The bidding period ended on March 28, 2024. Four addenda were issued. The lowest responsive, responsible bidder was CMC Building, Inc. with a bid of \$1,828,890.00.

This project was funded as a FY23 Crown CIP project in the amount of \$1,500,000 and there is currently \$1,361,913.50 available for this project.

Available funding has been identified from the Maintenance Repair Other line used to fund ADA improvements to cover the additional funding needed for this project.

Due to the need to schedule this project based on the Crown Complex operating schedule over the coming months, the Board of Commissioners is also asked to authorize the County Manager to execute a contract with CMC Building, Inc. pending signatures for preaudit and legal sufficiency.

### RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of Commissioners accept CMC Building, Incorporated, as the lowest responsive, responsible bidder and delegate contract signature authority to the County Manager once the contract completes preaudit and legal sufficiency review.

### **ATTACHMENTS:**

Description	Type
Project Solicitation	Backup Material
Certified Bid Tab	Backup Material
Hospitality Room Rendering	Backup Material
Addendum 1	Backup Material
Addendum 2	Backup Material
Addendum 3	Backup Material
Addendum 4	Backup Material

### ADVERTISEMENT

### INVITATION FOR PROPOSALS

### **FOR**

### CUMBERLAND COUNTY ENGINEERING & INFRASTRUCTURE DEPARTMENT

### CROWN COLISEUM HOSPITALITY & LOBBY RENOVATION, FAYETTEVILLE, NORTH CAROLINA

### **Cumberland County North Carolina**

A pre-bid conference will be held at <u>10:00 AM</u> on <u>February 7, 2024</u>, at the project site, Ticket Office on the north side of Crown Coliseum, 1960 Coliseum Dr, Fayetteville, NC 28306.

Questions must be submitted to The Wooten Company, Thomas S. Madre (<a href="mailto:tmadre@thewootencompany.com">tmadre@thewootencompany.com</a>) before 5 PM, Wednesday February 14, 2024. Responses will be provided before 1 PM, Wednesday February 21, 2024.

Pursuant to Section 143-131 of the General Statutes of North Carolina, informal bids are solicited and will be received in the office of the Cumberland County Engineering & Infrastructure Department, Room 214, in the Historic Courthouse located at 130 Gillespie Street, Fayetteville, North Carolina at any time before 1:00 PM on February 28, 2024, and then publicly opened in the office of the Cumberland County Engineering & Infrastructure Department in the Historic Courthouse and read for construction of the proposed:

Proposals must be enclosed in a sealed envelope addressed to Mr. Jermaine M. Walker, Director of Engineering and Infrastructure, 130 Gillespie Street, Room 214, Fayetteville, NC 28301. The outside of the envelope must be marked "PROPOSAL FOR CROWN COLISEUM HOSPITALITY & LOBBY RENOVATION" and shall indicate the name, address, telephone number and state license number of the bidder. Proposals must be submitted on the printed form, or exact copies thereof, contained in the Contract Documents.

A Bid Bond is required for this project. Performance and Payment Bonds are required.

All Contractors are notified that North Carolina Statutory provisions as to licensing for Contractors will be observed in receiving, reading, and awarding of contracts.

Plans and Specifications, including Contract Documents, are open to public inspection at the Cumberland County Engineering & Infrastructure Department Office, 130 Gillespie Street, Fayetteville, NC. Digital Plans and Specifications, including Contract Documents available upon request from the Wooten Company, Katrina Perry (kperry@thewootencompany.com).

The County reserves the right to reject any or all proposals. The bidder to whom the contract may be awarded must comply with the requirements of G.S. Section 143-131, as amended.

No bids may be withdrawn after the scheduled closing time for the receipt of proposals for a period of forty-five (45) days.

### Crown Coliseum Hospitality & Lobby Renovation Bid Date and Time: Thursday, March 28, 2024 at 1:00 p.m. TWC No. 2877-L



Contractor	License No.	Adnm. #1-4	Total Bid	Remarks
CMC Building, Inc.	52920	yes	\$1,828,890.00	
Harrod and Associates Constructors, Inc.	32791	yes	\$2,031,000.00	

This is to certify that the bids tabulated herein were opened and read at 1:00 PM on the 28th day of March 2024 at the Cumberland County Engineering & Infrastructure Department, Room 214, 130 Gillespie Street, Fayetteville, NC 28301

Russell D. Pearlman, AIA The Wooten Company













### SPECIFICATIONS AND DRAWINGS CUMBERLAND COUNTY: CROWN COLISEUM HOSPITALITY & LOBBY RENOVATIONS TWC # 2877-L

SUBJECT: ADDENDUM NO. 1 FEBRUARY 21, 2024

To the Plans and Specifications for:

Cumberland County: Crown Coliseum Hospitality & Lobby Renovations

### To: PROSPECTIVE BIDDERS AND OTHER CONCERNED PARTIES

This ADDENDUM forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Bidders shall acknowledge receipt of the ADDENDUM in the space provided on the Bid Form. Failure to do so may subject the Bidder to Disqualification.

### A. Project Manual

- 1. AIA Document A101-2017 Exhibit A
  - a. Replace with attached.
- 2. 012100 Allowances
  - a. Replace with attached.

### B. Drawings

- 1. E100
  - a. Replace with attached.
- 2. E300
  - a. Replace with attached.

### C. Additional Information

- Can you clarify the extent of the Audio-Visual (A/V)/Telecommunication scope on this
  project? Is it part of the GC's scope to cover the entire A/V package or just the
  infrastructure for the A/V package?
  - a. All power, low voltage pathways, backboxes, infrastructure for display backings is to be provided in the General Contact. The remainder will be provided through a Subcontract to the General Contact as listed in 012100 Allowances (attached).
- 2. Allowance 1 and Allowance -2 states to include the Sub-Contract with the A/V and Structured Cabling contractor. We would not have a Sub-Contract in place until the project gets awarded and so can you please clarify on what we would need to include in our Allowance pricing on our pricing package?
  - See attached updated 012100 Allowances.
- 3. Allowance 1 and Allowance 2 states to include the "Insert dollar or quantity amount of allowance" for A/V and Structured Cabling. Can you please clarify if that price is for the entire A/V package or just the infrastructure for the A/V package?
  - a. All power, low voltage pathways, backboxes, infrastructure for display backings is to be provided in the General Contact. The remainder will be

- provided through a Subcontract to the General Contact as listed in 012100 Allowances (attached).
- 4. Can you please confirm the Period of Performance for this project?
  - a. Per 011000: Summary, section 1.4.B, Contractor will have access to the Project area of work from June 10, 2024-September 13, 2024.
- 5. T1.0301A shows "3-PHASE 200AMP CAM-LOCK PANEL FOR SHOW POWER TO BE PROVIDED AND INSTALLED BY OTHERS IN THIS LOCATION". Please confirm whether or not this is part of this contract. Note, electrical panels that are on the riser to be added are not of sufficient size to accommodate this 200A Cam Lock Panel.
  - a. Sheet E100: See added location of new termination cabinet. Sheet E300: See revised/added notes on Electrical Riser 1/E300. Sheet T1.0301A: Delete note pertaining to 200A disconnect by others.
- 6. Please confirm that all structured cabling, AV cabling and supports to include but not limited to J- hooks are to be furnished and installed by the contractor awarded the av/structured cabling portion of the work under the allowance?
  - a. All power, low voltage pathways, backboxes, infrastructure for display backings is to be provided by the GC.
- 7. Our scope for the project would be to provide raceway to above ceilings only?
  - a. All power, low voltage pathways, backboxes, infrastructure for display backings is to be provided by the GC.
- 8. Please confirm location of 12x12x6 box shown on riser detail 1/E300, in ELEC 0350. Also please confirm that this box is to actually receive conductors as show. If so, what is the desired termination in box? Riser shows qty (4) #1 Conductors going into this box but no termination points in box.
  - a. See attached E100 and E300.
- 9. Existing MDP in Rm 0350 is GE Spectra Series and not Square D as noted on plans. According to labeling on existing MDP, there is a spare 150A Breaker existing. Please confirm that this is actually spare/unused and can this be used to feed New 112.5Kva Xfmr?
  - See attached E100 and E300.
- 10. Please confirm that electric long reach boom man lifts will be permitted to be used in the prefunction area as some of the light fixtures to be demolished are located out from the area and over the lowest level.
  - a. This will be permitted.
- 11. Please confirm whether or not existing conduits used for lighting in hospitality rooms can be reused if possible.
  - a. Yes, existing conduits can be reused if possible.
- 12. Please confirm the empty conduit requirement for the partition sensors. 1 sensor is shown on 4/TA5.02, but no conduit requirement is mentioned.
  - a. The partition sensor will require a 1" conduit pathway to be included in the scope of work.

- 13. Crown Complex Venue Operations Schedule
  - a. See attached.

Bids will be received until 1:00 PM on Wednesday, February 28, 2024.

FOR THE OWNER

THE WOOTEN COMPANY

BY:

Russell D. Pearlman, AIA

**END OF DOCUMENT** 

### DRAFT AIA Document A101 - 2017

### Exhibit A

### Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « » (In words, indicate day, month and year.)

### for the following **PROJECT**:

(Name and location or address)

«Crown Coliseum Hospitality & Lobby Renovations » « 1960 Coliseum Drive, Fayetteville, North Carolina, 28306 »

### THE OWNER:

(Name, legal status and address)

«Cumberland County, North Carolina»« »
« 130 Gillespie Street, Fayetteville, NC 28306 »

### THE CONTRACTOR:

(Name, legal status and address)

« »« » « »

### TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201<sup>TM</sup>\_2017, General Conditions of the Contract for Construction.

### ARTICLE A.2 OWNER'S INSURANCE

### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

### § A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®-2017, General Conditions of the Contract for Construction. Article 11 of A201®-2017 contains additional insurance provisions.



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Notes: (1801941858

### § A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sublimits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

	J	J 11		
Causes of Loss			Sub-Limit	

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows: (Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit	

- § A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.
- § A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.
- § A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

### § A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

### § A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.) [ « » ] § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss. [ « » ] § A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project. « » [ « » ] § A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property. § A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred. « » § A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance. « » ( w ) \ \ \ A.2.4.6 \text{ Ingress/Egress Insurance}, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage. « » [ « » ] § A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the

Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

### § A.2.5 Other Optional Insurance.

« »

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to *the description(s) of selected insurance.)* 

[ <b>« »</b>	§ A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)			
	<	< »		
[ <b>«</b> »		A.2.5.2 Other Insurance List below any other insurance covera	age to be provided by the Owner and any	applicable limits.)
С	ove	rage	Limits	
TICLE A	3	CONTRACTOR'S INSURANCE AND	BONDS	∐

### CONTRACTOR'S INSURANCE AND BONDS ARTICLE A.3

### § A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or selfinsured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

### § A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: (If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

### § A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «two million dollars» (\$ «2,000,000 ») each occurrence, « two million dollars » (\$ «2,000,000 ») general aggregate, and « two million dollars » (\$ «2,000,000 » ) aggregate for products-completed operations hazard, providing coverage for claims including

- damages because of bodily injury, sickness or disease, including occupational sickness or disease, .1 and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.
- **§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:
  - .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
  - .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
  - .3 Claims for bodily injury other than to employees of the insured.
  - .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
  - .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
  - .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
  - .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
  - .8 Claims related to roofing, if the Work involves roofing.
  - .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
  - .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
  - .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.
- § A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «one million dollars » (\$ «1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.
- § A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § A.3.2.5 Workers' Compensation at statutory limits.
- **§ A.3.2.6** Employers' Liability with policy limits not less than « » (\$ « » ) each accident, «five hundred thousand dollars » (\$ «500,000 » ) each employee, and «five hundred thousand dollars » (\$ «500,000 » ) policy limit.
- § A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks
- § A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than «one million dollars » (\$ <1,000,000 » ) per claim and « one million dollars » (\$ <1,000,000 » ) in the aggregate.
- § A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ «» ) per claim and « » (\$ «» ) in the aggregate.
- § A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than «one million dollars » (\$ «1,000,000 ») per claim and «one million dollars » (\$ «1,000,000 ») in the aggregate.

Notes: (1801941858)

	urance for maritime liability risks associated with the operation of a vessel, if the Work requires such a policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate.
	urance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, mits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate.
§ A.3.3.1 Insu insurance com Contractor sha in Section 12. (If the Contra	rance selected and described in this Section A.3.3 shall be purchased from an insurance company or apanies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The all maintain the required insurance until the expiration of the period for correction of Work as set forth 2.2 of the General Conditions, unless a different duration is stated below:  Cotor is required to maintain any of the types of insurance selected below for a duration other than the the period for correction of Work, state the duration.)
«N/A »	
Section A.3.3 (Select the type	ses of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) scription(s) of selected insurance. Where policy limits are provided, include the policy limit in the
[ « » ]	§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below: (Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)
	« »
[ <b>« »</b> ]	§ A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than $\ll \gg$ (\$ $\ll \gg$ ) per claim and $\ll \gg$ (\$ $\ll \gg$ ) in the aggregate, for Work within fifty (50) feet of railroad property.
[ « »]	§ A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than $\ll \gg$ (\$ $\ll \gg$ ) peclaim and $\ll \gg$ (\$ $\ll \gg$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
[ <b>« »</b> ]	§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
[ <b>« »</b> ]	§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by

the Contractor and used on the Project, including scaffolding and other equipment.

(1801941858)

(List below any other in limits.)	surance coverage to be provided by	the Contractor and any applicable
Coverage	Limits	
A.3.4 Performance Bond and Paymente Contractor shall provide surety be the jurisdiction where the Project is Epecify type and penal sum of bonds.	onds, from a company or companies located, as follows:	lawfully authorized to issue surety bonds
Туре		enal Sum (Equal to Contract Amount plus
Payment Bond		nidilges)
Performance Bond	i i	
RTICLE A.4 SPECIAL TERMS AN pecial terms and conditions that mod	ify this Insurance and Bonds Exhibit	, if any, are as follows:
»		

[ « » ] § A.3.3.2.6 Other Insurance

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\*\*User Notes:\*\*

### SECTION 012100 - ALLOWANCES

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.

### 1.2 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

### 3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

### 3.3 SCHEDULE OF ALLOWANCES

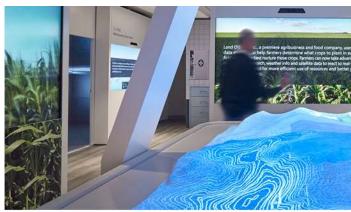
- A. Allowance No. 01 (Lump-Sum Allowance): Include the sum of Three Hundred Thirty-Eight Thousand Five Hundred Forty-One Dollars and Twenty-Seven Cents (\$338,541.27): Include Subcontract with AVI SPL as shown on A/V Drawings T0.00-TN5.02.
  - 1. See attached AVI SPL proposal.
  - 2. This allowance does not include Contractor overhead and profit.
- B. Allowance No. 02 (Lump-Sum Allowance): Include the sum of Thiry Thousand Nine Hundred Seventy-Nine Dollars and Eighty-One Cents (\$30,979.81): Include Subcontract with Intellicom, Inc. as shown on A/V Drawings T0.00-TN5.02.
  - 1. See attached Intellicom, Inc. proposal.
  - 3. This allowance does not include Contractor overhead and profit.

END OF SECTION 012100 (See Attachments Below)

### **Cumberland County North Carolina**

### **Crown Coliseum Convention Center**















4018 Patriot Dr Suite 180 Durham, NC 27703 (919) 806-1009 Fax: 919-806-1016 www.avispl.com

Prepared by: Spencer Ackerman Spencer.Ackerman@avispl.com Proposal no: 445216-1



# Thank you for the opportunity to provide this proposal.

We value our partnership with you.

At AVI-SPL, our goal is to build partnerships with our clients, and we appreciate our continued partnership with you.

We are dedicated to providing you with solutions that will enable your organization to perform at the highest level and be in a position to meet the challenges you face today and in the future.

You can count on the AVI-SPL team to deliver exceptional service and solutions to help you improve the user experience of your collaboration systems – anywhere in the world.

Our vision is to help your teams work smarter and live better.





# We take your investment in collaborative solutions as seriously as you do.

That's why we're with you every step of the way, making sure you have the support to keep your business running smoothly and you get the return on investment you expect.

The hallmark of AVI-SPL's client success is our ability to keep pace with the technology trends that drive the way organizations operate, and to innovate and improve upon them so that we can offer customers a standard of quality that no other company can match.



# When you partner with us as your trusted guide, you will experience:



### **Commitment**

A partner **committed** to your success and making a positive impact on your organization and our world



### **Global Reach**

Optimized **global deployment** teams with in-country support teams to deliver localized solutions and service – anywhere in the world



### **Expertise**

**Expertise** you can trust to guide your digital transformation and realize your business objectives



### **Customer Experience**

World-class **customer experience** with a continual improvement mindset informed by the ITIL methodology



### **Proven Record**

A **proven** track record of supporting deployment and managed services in-country, wherever needed



### **Analytics**

Focus on **actionable** business intelligence with routine reporting on key success metrics and usage analytics powered by our patented Symphony application



### **AVI-SPL Project Integration Process**

Initiate

Plan

Execute

Monitor

Close

How we define your needs and follow through with consistent execution.

AVI-SPL ensures high quality project delivery that is on time and on budget.

- **Define** and document each step
- **Determine** an effective, standardized communication and reporting style
- **Develop** a comprehensive training and adoption program
- Dedicate regular oversight to the project, even after completion

AVI-SPL uses a five-phase process to integrate solutions seamlessly and focus on the end-user experience:

### Phase I

### **Initiate**

We will host a kickoff meeting and work with your key team members to determine the best approach to making your project a success. Our team will review the scope of the project, the schedule, the communication strategy, and all other relevant matters to ensure a smooth start.

### Phase II

### Plan

The planning phase begins with development of the project schedule including detailed work breakdown tasks identifying key deliverables, dependencies and both internal and external milestones required to successfully execute the project.

### Phase III

### **Execute**

AVI-SPL will complete all engineering, programming, fabrication, and on-site installation activities. When the installation is complete, testing is executed prior to the final inspection and acceptance of the deployed solutions.

### Phase IV

### **Monitor**

This phase is focused on consistent review of project work activities to ensure alignment with the approved project plan. Our team delivers quality assurance through checks and balances along with consistent testing at specified intervals in the project lifecycle. We will review risk management plans and deploy risk mitigation strategies to ensure scope, schedule and budget remain on track.

### Phase V

### Close

The final phase is centered on completion of all contractual and operational activities to ensure your complete satisfaction and readiness to sign-off on the completed project. This includes demonstration and training on using your new technology along with all final project documentation for service onboarding.

You will receive automated Customer Satisfaction Score (CSAT) and Net Promoter Score (NPS) surveys to provide feedback. We closely analyze the data to ensure we are providing outstanding customer service.



## **Global Support and Maintenance**

AVI-SPL's Global Support and Maintenance services relieve you of the day-to-day burden of maintaining your collaboration technology estate, keeping your teams connected, and concentrated on delivering business value.

### **Elite Support**

Our Elite services give you an extra level of onsite responsiveness and support with:

- Unlimited onsite support M-F, 8am-5pm\*
- Unlimited remote help desk support available globally 24x7x365
- Facilitation of manufacturer repair or replacement programs – let us navigate your warranty terms
- Software and firmware updates managed remotely for covered assets







### **Global Support Operations Centers**

- AVI-SPL's Global Support Operations Centers (GSOCs) deliver live help desk support 24x7x365.
- Offering quick and efficient email, phone, and portal communications options.
- The GSOCs will diagnose a problem, implement a repair remotely, or escalate to a specialist.

Repair/Replacement Facilitation – Some equipment may be repairable or replaced at no charge under the manufacturer's warranty. The help desk will assist in arranging the return of the defective equipment to the manufacturer for service/replacement as applicable.

**Software Updates and Upgrades** – access to the help desk for software updates and upgrades remotely available per manufacturer recommendation. Updates are provided on an as needed basis. Once an issue is reported, the remote help desk coordinates with you and the manufacturer to determine the best course of action. If a programmer is required, additional charges may apply at the applicable rate for those services.

**Unlimited Onsite Support** – available Monday through Friday, 8 a.m. - 5 p.m.\*, excluding holidays, with travel included. Where applicable, AVI-SPL will provide a two-business day onsite response following the help desk's determination that an onsite dispatch is needed.

\*Local standard time excluding AVI-SPL holidays.

### **AVI-SPL Solution Scope of Work**

After careful and deliberate consideration of your requirements, we are pleased to provide the following audiovisual solutions scope of work. The scope of work noted is based on sound engineering principles, reliable technology, and have been formulated specifically to meet your requirements.

### **Project Overview**

AVI-SPL is offering a solutions package designed to maximize Crown Coliseum's investment in meeting and collaboration technology. To achieve this goal, AVI-SPL is utilizing industry best practices for system design and is deploying proven and reliable devices and services.

### Breakout Rooms (A&B)

### Design Narrative

Breakout rooms A and B will get the same complement of hardware. Each shall be capable of working independently or combined with any combination of A, B, C, and D. Partition Sensors shall determine audio and video routing with the option of manual override. These rooms shall contain Front of House (FOH) wall plates with Audio & Video inputs, Tie lines, Video outputs and OFE DMX lighting control infrastructure as well as speakers and a touchscreen for control as described in the Audio Visual Systems RFP revision 2.

\*\* Please see the "Environmental Considerations" and "Customer Responsibilities" sections of this document for required room properties and deployment best practices. \*\*

### Scope of Work – Hardware Integration

This section describes hardware installation and general functionality or specifications. All equipment provided and installed by AVI-SPL unless otherwise specified.

### Audio

The following audio devices will be integrated into the system:

• In-ceiling speakers, located as specified in the project drawing package, will support program audio. The speakers will be white in color.

### Control System and Accessories

A control processor will be installed to enable various functions throughout the system. Please refer to the <u>Software Integration</u> section for more detailed information about system control.

- The control processor will be located in the equipment rack.
- Wired touch screen interfaces with 10" screen sizes will be located at the wall as specified in the project drawing package. The touch screens will be black in color.
- Ceiling mounted partition sensors will be installed to support automatic room combining functions.

### Scope of Work – Software Integration

A control system will be provided to activate many necessary user needs. This greatly reduces the complexities of operating an integrated A/V system and facilitates greater system utilization.

### User Interface

A user interface will facilitate advanced system operation. The following user interface(s) will be used for this system:

- The touch screen graphical user interface will be a custom solution specifically for this project. This custom solution will require coordination meetings with AVI-SPL to design, submit and approve prior to completing all control code creation. Please reference the *Custom User Interface* scope of work document for specific details on this option.
  - AVI-SPL will provide the layout and the functionality of each button for each user page of the touch screen to the Customer prior to implementation for client input and final client approval.
- All specified equipment in the proposal will be incorporated into the control system.

As part of the programming process, AVI-SPL will provide the layout and the functionality of each button to the Customer prior to implementation for input and final approval.

### Breakout Room (C&D)

### Design Narrative

Breakout rooms C and D will get the same complement of hardware. Each of these rooms shall be capable of working independently or combined with any combination of A, B, C, and D. Partition Sensors shall determine audio and video routing with the option of manual override. These rooms shall contain Front of House (FOH) wall plates with Audio & Video inputs, Tie lines, Video outputs and OFE DMX lighting control infrastructure as well as speakers and a touchscreen for control as described in the Audio Visual Systems RFP revision 2.

\*\* Please see the "Environmental Considerations" and "Customer Responsibilities" sections of this document for required room properties and deployment best practices. \*\*

### Scope of Work – Hardware Integration

This section describes hardware installation and general functionality or specifications. All equipment provided and installed by AVI-SPL unless otherwise specified.

### Display(s)

The following display devices will be integrated into the system:

- 163" DVLED digiLED Nano COB video walls for displaying video content within the space. Each package will match Reference Quote SQ-BR-43-NANO COB 1875-F-39901 as referenced in the Audio Visual Systems RFP revision 2.
  - o Displays will be wall mounted in the location(s) specified in the project drawing package.
  - Recessed j-boxes and power receptacles will be provided and installed by the E.C. per the manufacturer's instructions to house any AV equipment mounted behind the display. The E.C. is to wire AC power into the box per the manufacturer's instructions.

### Audio

The following audio devices will be integrated into the system:

• In-ceiling speakers, located as specified in the project drawing package, will support program audio. The speakers will be white in color.

### Control System and Accessories

A control processor will be installed to enable various functions throughout the system. Please refer to the <u>Software Integration</u> section for more detailed information about system control.

- The control processor will be located in the equipment rack.
- Wired touch screen interfaces with 10" screen sizes will be located at the wall as specified in the project drawing package. The touch screens will be black in color.
- Ceiling mounted partition sensors will be installed to support automatic room combining functions.

### Scope of Work – Software Integration

A control system will be provided to activate many necessary user needs. This greatly reduces the complexities of operating an integrated A/V system and facilitates greater system utilization.

### User Interface

A user interface will facilitate advanced system operation. The following user interface(s) will be used for this system:

- The touch screen graphical user interface will be a custom solution specifically for this project. This custom solution will require coordination meetings with AVI-SPL to design, submit and approve prior to completing all control code creation. Please reference the *Custom User Interface* scope of work document for specific details on this option.
  - AVI-SPL will provide the layout and the functionality of each button for each user page of the touch screen to the Customer prior to implementation for client input and final client approval.
- All specified equipment in the proposal will be incorporated into the control system.

As part of the programming process, AVI-SPL will provide the layout and the functionality of each button to the Customer prior to implementation for input and final approval.

### AV Rack and Telecom IDF

### Design Narrative

These rooms shall house the equipment rack with installed AV, Control and Network equipment and cabling as described in the Audio Visual Systems RFP revision 2.

### Scope of Work – Hardware Integration

This section describes hardware installation and general functionality or specifications. All equipment provided and installed by AVI-SPL unless otherwise specified.

### Routing and Switching

The following video routing and switching devices will be integrated into the system:

• An audio/video matrix switcher with integrated control will be located in the equipment rack. The matrix switcher will route all AV signals throughout the system.

### Audio

The following audio devices will be integrated into the system:

- A digital signal processor (DSP) will support all audio sources.
- An audio amplifier sufficient for the distributed speakers installed as part of this project.

### Equipment Rack and Accessories

Equipment will be installed in the following locations:

• A 44RU equipment rack with accessories will house the AV, Control and IT hardware.

### Control System and Accessories

A control processor will be installed to enable various functions throughout the system. Please refer to the <u>Software Integration</u> section for more detailed information about system control.

• The control processor will be located in the equipment rack.

• A wired touch screen interface with a 12" screen size will be located at the wall. The touch screen will be black in color.

### User Interface

A user interface will facilitate advanced system operation. The following user interface(s) will be used for this system:

- The touch screen graphical user interface will be a custom solution specifically for this project. This custom solution will require coordination meetings with AVI-SPL to design, submit and approve prior to completing all control code creation. Please reference the *Custom User Interface* scope of work document for specific details on this option.
  - AVI-SPL will provide the layout and the functionality of each button for each user page of the touch screen to the Customer prior to implementation for client input and final client approval.
- All specified equipment in the proposal will be incorporated into the control system.

As part of the programming process, AVI-SPL will provide the layout and the functionality of each button to the Customer prior to implementation for input and final approval.

### **Pre-Function Space**

### Design Narrative

This system shall be a guest-facing space with background music and overflow capabilities. The space shall have displays for digital signage as well as information reflecting the ballroom space. All content is the responsibility of the client.

### Scope of Work – Hardware Integration

This section describes hardware installation and general functionality or specifications. All equipment provided and installed by AVI-SPL unless otherwise specified.

### Display(s)

The following display devices will be integrated into the system in each space:

- Two, 55" flat panel display(s) for displaying video content within the space.
  - o Display(s) will be wall mounted in the location(s) specified in the project drawing package.
  - An in-wall box will be provided and installed by the E.C. per the manufacturer's instructions to house any AV equipment mounted behind the display. The E.C. is to wire AC power into the box per the manufacturer's instructions.
  - A power protector will provide AC surge protection for the display.

The following source devices will be integrated into the system:

• Media players, located behind each of the displays.

### <u>Audio</u>

The following audio devices will be integrated into the system:

• In-ceiling speakers, located as specified in the project drawing package, will support program audio. The speakers will be white in color.

### Equipment Rack and Accessories

Equipment will be installed in the following locations:

All equipment will be mounted on the wall behind the display(s).

### Control System and Accessories

A control processor will be installed to enable various functions throughout the system. Please refer to the <u>Software Integration</u> section for more detailed information about system control.

- The control processor will be located in the equipment rack.
- A wired touch screen interface with a 3.5" screen size will be located at the wall. The touch screen will be white in color.

### User Interface

A user interface will facilitate advanced system operation. The following user interface(s) will be used for this system:

- The touch screen graphical user interface will be a custom solution specifically for this project. This custom solution will require coordination meetings with AVI-SPL to design, submit and approve prior to completing all control code creation. Please reference the *Custom User Interface* scope of work document for specific details on this option.
  - AVI-SPL will provide the layout and the functionality of each button for each user page of the touch screen to the Customer prior to implementation for client input and final client approval.
- All specified equipment in the proposal will be incorporated into the control system.

As part of the programming process, AVI-SPL will provide the layout and the functionality of each button to the Customer prior to implementation for input and final approval.

### West VIP Space

### Design Narrative

This system shall be a guest-facing space with background music and overflow capabilities. The space shall have displays for digital signage as well as information reflecting the ballroom space. All content is the responsibility of the client.

### Scope of Work – Hardware Integration

This section describes hardware installation and general functionality or specifications. All equipment provided and installed by AVI-SPL unless otherwise specified.

### Display(s)

The following display devices will be integrated into the system in each space:

- Two, 43" flat panel display(s) for displaying video content within the space.
  - o Display(s) will be wall mounted in the location(s) specified in the project drawing package.
  - An in-wall box will be provided and installed by the E.C. per the manufacturer's instructions to house any AV equipment mounted behind the display. The E.C. is to wire AC power into the box per the manufacturer's instructions.
  - o A power protector will provide AC surge protection for the display.

The following source devices will be integrated into the system:

• Media players, located behind each of the displays.

### Audic

The following audio devices will be integrated into the system:

• In-ceiling speakers, located as specified in the project drawing package, will support program audio. The speakers will be white in color.

### Equipment Rack and Accessories

Equipment will be installed in the following locations:

All equipment will be mounted on the wall behind the display(s).

### Control System and Accessories

A control processor will be installed to enable various functions throughout the system. Please refer to the <u>Software Integration</u> section for more detailed information about system control.

- The control processor will be located in the equipment rack.
- A wired touch screen interface with a 3.5" screen size will be located at the wall. The touch screen will be white in color.

### User Interface

A user interface will facilitate advanced system operation. The following user interface(s) will be used for this system:

- The touch screen graphical user interface will be a custom solution specifically for this project. This custom solution will require coordination meetings with AVI-SPL to design, submit and approve prior to completing all control code creation. Please reference the *Custom User Interface* scope of work document for specific details on this option.
  - AVI-SPL will provide the layout and the functionality of each button for each user page of the touch screen to the Customer prior to implementation for client input and final client approval.
- All specified equipment in the proposal will be incorporated into the control system.

As part of the programming process, AVI-SPL will provide the layout and the functionality of each button to the Customer prior to implementation for input and final approval.

### **Network and Network Security**

The integration of Audio-Visual hardware can consist of many different devices and systems, each with varying network requirements, impacts to traffic and routing, and unique management and security processes. AVI-SPL will work with Crown Coliseum identified stakeholders to properly assess network requirements and deployment considerations.

AVI-SPL will design the system to meet identified network requirements and will provide construction drawings and a list of devices before installation on site. At the time of installation, AVI-SPL will connect devices according to the documented system design and identified network requirements. The following network design is being followed for this project:

### Hybrid AV/Client Network

Hardware that does not require integration to the client network can be completely isolated from the client network.

- The control system, touch panel, and audio video transport devices that carry Ethernet control reside in their own wired network.
- Hardware that requires integration with the owner network will be connected directly to the owner network. Example: control system for monitoring.
- Systems for monitoring, control, scheduling, and other, is provided by services residing in the "Cloud", external to the owner's network. In this type of deployment data will need to traverse the owner network.

\*\* Please see the "<u>Customer Responsibilities</u>" and "<u>Software Licenses and Service Accounts</u>" sections of this document for deployment best practices and installation requirements. Additional information regarding specific applicable processes and procedures can be referenced in the "AVI-SPL Network and Security" addendum to this document. \*\*

### **Customer Responsibilities**

These are items that AVI-SPL is dependent upon to complete the project scope of work on time, however, these requirements and responsibilities are not provided by AVI-SPL. For a complete list of exclusions, please refer to the Integration Inclusions and Exclusions section of this proposal.

These requirements must be provided by the owner or other 3<sup>rd</sup> parties and may fall under the responsibility of an Architect, General Contractor, Electrical Contractor, Data Contractor, Security Contractor, Furniture/Millwork Contractor, IT departments, Facilities or Real Estate groups.

- All required backing and any other wall reinforcement required to safely accommodate displays. Any display wall shall be properly backed to withstand the weight of the display with a safety factor of at least 5:1.
- All AC power at the equipment locations, including hardwired power connections.
- All required conduit for low voltage cable paths to AV equipment.
- All ceiling work required to accommodate the projectors, projection screens, or other equipment.
- All required millwork modifications to tables or other millwork.
- Proper heat dissipation venting for the equipment in this system. Where convection cooling is not possible, a powered venting system with thermostatically controlled quiet fans.
- All required network configuration for any network connection to the client network.
- All software or hardware licenses not specifically provided in this scope of work or associated bill of materials.
- All software or hardware configuration for owner furnished equipment.
- Where VoIP is utilized, all required configuration information prior to installation.
- All cable/satellite/over-the-air TV connections and all associated hardware.

### Site Readiness

The minimum acceptable site conditions of the project site for the installation of electronic equipment are as follows.

- The rooms and directly adjacent areas into which the equipment will be installed must be dust-free with floor, ceiling, and wall finishes to be completely installed in the rooms affected by the equipment.
- The rooms into which the equipment will be installed must be secure.
- All Electrical power, conduit systems, HVAC systems, IT requirements (wired or wireless services), communication circuits, and or other services required by the systems and equipment should be fully installed, energized, and configured for use.
- All furniture into which components of the equipment will be installed shall be present at the time of staging and/or installation.
- All telephone, POTS, VOIP, modem, PRI, data, LAN, and telecommunications connections are installed, fully tested, and active.
- Configuration of OFE networks, applications, servers, and services to provide interoperation with installed systems.
- Coordination and timely IT support and documentation (such as providing IP addresses or account credentials).

### Software Licenses and Service Accounts

Supervised or direct access to systems must be provided as needed for a properly provisioned and licensed account where appropriate. Examples include Zoom Rooms activation codes, Microsoft Teams accounts, calendar service account, and more.

- The customer may decide not to provide credentials to AVI-SPL, and to provision the installed hardware themselves. In this case AVI-SPL will be unable to fully test the system before receiving sign-off for the installation. All system components will be tested individually to ensure proper stand-alone function, and project sign-off will be requested before technicians leave site.
- If AVI-SPL is unable to properly commission and test the system at the time of installation due to issues with access, an additional site visit may be required. Any additional visits will be billed at the standard contracted labor rate, provided Customer is at fault and approves additional cost in advanced and in writing, scheduling will be done on a best effort basis.

### Room Environmental Considerations

To maximize the user experience in a conferencing room, the following parameters should be observed:

- The room should have a measured ambient noise level of no more than NC35. For new spaces, the design parameters for the mechanical engineering within the room should have a target NC of 35 or less. Ambient noise includes noise from the air handling systems, mechanical systems and noises outside the building. Noise levels above this specification adversely affects the meeting environment and may degrade the overall audio quality and intelligibility of a conference call. This is especially important when ceiling microphones are utilized. If a problem is identified with ambient noise levels, AVI-SPL can work with your mechanical engineer to identify possible solutions to lower the NC rating and improve the meeting experience.
- Reverberation time (T60) for typical conference rooms should be less than 0.6 seconds in the 125 4000 Hz octave bands to provide an optimum meeting experience and acceptable audio quality in a conference call. A significant number of hard surfaces in a room (glass, drywall or other surfaces) can adversely affect audio intelligibility and the meeting experience overall. Acoustic treatment is advised for rooms with higher T60 levels. If the room requires acoustically treatment, AVI-SPL can provide direction and solutions to overcome this issue and enhance the meeting experience for the participants.
- Evenly distributed lighting is important for videoconferencing applications. Lighting on the faces of the participants should be at least 40-foot candles and should be evenly distributed throughout the camera's field of view. Where the camera's field of view includes windows, recommended window treatment should be employed to provide an acceptable background for the camera to view the participants.
- When microphones are used for local voice reinforcement, the amount of available gain before feedback is dependent on the microphone's location within the room. Placement of the microphone immediately below a ceiling speaker may adversely affect the overall required audio level and cause feedback. Care should be taken to reduce the volume level of the microphone or locate the microphone(s) correctly to minimize the possibility of feedback.



### **Investment Summary**

Prepared For:	JW Woodard
	Cumberland County North Carolina 1960 Coliseum Dr
	Fayetteville, NC 28306-3059

Prepared By:	Spencer Ackerman
Date Prepared:	02/09/2024
Proposal #:	445216-1
Valid Until:	03/11/2024

Total Equipment Cost \$165,903.86

Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

### **Professional Integration Services**

\$94,038.95

Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

Direct Costs \$20,825.18

Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

General & Administrative \$9,494.81

Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

### Services - Room Support and Maintenance

\$26,130.91

Includes post-installation support and maintenance options selected for installed rooms

Subtotal	\$316,393.71
Tax	\$22,147.56
Total	\$338,541.27

<sup>\*</sup> ANY and all applicable taxes will be included upon invoicing

### Purchase orders should be addressed to AVI-SPL LLC

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.



#### **Terms and Conditions**

This Proposal together with AVI-SPL's General Terms and Conditions and the applicable Addendum(a) located here and incorporated herein by this reference (collectively the "Agreement") constitutes the entire agreement between AVI-SPL LLC ("Seller", "AVI-SPL", "we", "us", "our") and the buyer/customer identified in the Proposal ("Buyer", "Customer", "Client", "you", "your") with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Any terms and conditions contained in Buyer's purchase order or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

#### **Billing and Payment Terms**

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Stand-alone Services" means any Services not attached to an installation project. Billing and payment terms for Stand-alone Services are set forth in the applicable Service Addendum(a). Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

Link to AVI-SPL Terms and Conditions: https://avispl.com/terms-of-use/

Buyer Acceptance		
Buyer Legal Entity		
Buyer Authorized Signature	Buyer Authorized Signatory Title	
Buyer Authorized Signatory Name	Date	



#### **Room Summary - Breakout Room A**

#### **Equipment List**

Mfg	Model	Description	Qty	Unit Price	<b>Extended Price</b>
		Breakout Room A			
FSR	FSR15705	a. FSR BLACK WALL PLATE (DECORA) SS-DPLT1-BLK (1EA)	1	\$6.72	\$6.72
FSR	FSR15778	b. FSR SINGLE PUNCH NEUTRIK D-1 INSERT (DECORA) SS-P1XLR-BLK	1	\$44.08	\$44.08
FSR	FSR15730	c. FSR DOUBLE PUNCH NEUTRIK D-1 INSERT (DECORA) SS-P2XLR-BLK	3	\$132.24	\$396.72
NEUTRIK	NEUNMNC5MDLB1	d. NEUTRIK 5-PIN MXLR NC5M-L-B-1 (3EA)	3	\$6.94	\$20.82
FSR	FSR16368	e. FSR 4-GANG WALL PLATE WITH 2 DECORA IPS- WP2Q-BLK (1EA)	1	\$126.26	\$126.26
FSR	FSR16940	f. FSR 4-GANG WALL PLATE WITH 2 DECORA IPS- WP4Q-BLK (1EA)	1	\$126.26	\$126.26
FSR	FSR16486	g. SINGLE SPACE BLANK IPS-B000S-BLK (1EA)	1	\$12.70	\$12.70
NEUTRIK	NEUNMNC3FDLB1	h. NEUTRIK 3-PIN FXLR 4C3FD-L-B-1 (4EA)	4	\$3.38	\$13.52
FSR	FSR16453	i. MALE XLR IPS-A612D-BLK (4EA)	4	\$29.14	\$116.56
FSR	FSR16499	j. DOUBLE BNC IPS-V120S-BLK (1EA)	1	\$38.10	\$38.10
FSR	FSR15730	k. DOUBLE PUNCH NEUTRIK DECORA SS-P2XLR-BLK (3EA)	3	\$44.08	\$132.24
FSR	FSR17621	I. FSR ETHERNET MODULE IPS-D723D-BLK (1EA)	1	\$77.70	\$77.70
EXTRON ELECTRONICS	EXT60142153	DTP TRANSMITTER,HDMI DECORA WALLPLATE - WHITE 330'	1	\$471.26	\$471.26
BIAMP SYSTEMS	BIADXIC10W	SPEAKER, 10" HIGH-OUTPUT IN-CEILING, WHITE (ORDER IN PAIRS)	4	\$321.84	\$1,287.36
		CONTROL EQUIPMENT			
EXTRON ELECTRONICS	EXT60156602	TOUCHPANEL, 10" WALL MOUNT TOUCHLINK PRO - BLACK	1	\$1,856.32	\$1,856.32
OFE	OWNER FURNISHED	DMX LIGHTING CONTROLLER (Owner Furnished Equipment)	1	OFE	OFE
		MISCELLANEOUS INSTALLATION HARDWARE- ACCESSORIES			
CRESTRON	CREGLSPARTCN	CRESNET PARTITION SENSOR	1	\$509.20	\$509.20
				Subtotal	\$5,235.82

#### **Room Support and Maintenance**

Elite Maintenance Services - Room; 36-months

\$931.58



#### **Room Summary - Breakout Room B**

#### **Equipment List**

Mfg	Model	Description	Qty	Unit Price	<b>Extended Price</b>
		Breakout Room B			
FSR	FSR15705	a. FSR BLACK WALL PLATE (DECORA) SS-DPLT1- BLK (1EA)		\$6.72	\$6.72
FSR	FSR15778	b. FSR SINGLE PUNCH NEUTRIK D-1 INSERT (DECORA) SS-P1XLR-BLK	1	\$44.08	\$44.08
FSR	FSR15730	c. FSR DOUBLE PUNCH NEUTRIK D-1 INSERT (DECORA) SS-P2XLR-BLK	3	\$132.24	\$396.72
NEUTRIK	NEUNMNC5MDLB1	d. NEUTRIK 5-PIN MXLR NC5M-L-B-1 (3EA)	3	\$6.94	\$20.82
FSR	FSR16368	e. FSR 4-GANG WALL PLATE WITH 2 DECORA IPS- WP2Q-BLK (1EA)	1	\$126.26	\$126.26
FSR	FSR16940	f. FSR 4-GANG WALL PLATE WITH 2 DECORA IPS- WP4Q-BLK (1EA)	1	\$126.26	\$126.26
FSR	FSR16486	g. SINGLE SPACE BLANK IPS-B000S-BLK (1EA)	1	\$12.70	\$12.70
NEUTRIK	NEUNMNC3FDLB1	h. NEUTRIK 3-PIN FXLR 4C3FD-L-B-1 (4EA)	4	\$3.38	\$13.52
FSR	FSR16453	i. MALE XLR IPS-A612D-BLK (4EA)	4	\$29.14	\$116.56
FSR	FSR16499	j. DOUBLE BNC IPS-V120S-BLK (1EA)	1	\$38.10	\$38.10
FSR	FSR15730	k. DOUBLE PUNCH NEUTRIK DECORA SS-P2XLR-BLK (3EA)	3	\$44.08	\$132.24
FSR	FSR17621	I. FSR ETHERNET MODULE IPS-D723D-BLK (1EA)	1	\$77.70	\$77.70
EXTRON ELECTRONICS	EXT60142153	DTP TRANSMITTER,HDMI DECORA WALLPLATE - WHITE 330'	1	\$471.26	\$471.26
BIAMP SYSTEMS	BIADXIC10W	SPEAKER, 10" HIGH-OUTPUT IN-CEILING, WHITE (ORDER IN PAIRS)	4	\$321.84	\$1,287.36
		CONTROL EQUIPMENT			
EXTRON ELECTRONICS	EXT60156602	TOUCHPANEL, 10" WALL MOUNT TOUCHLINK PRO - BLACK	1	\$1,856.32	\$1,856.32
OFE	OWNER FURNISHED	DMX LIGHTING CONTROLLER (Owner Furnished Equipment)	1	OFE	OFE
		MISCELLANEOUS INSTALLATION HARDWARE- ACCESSORIES			
CRESTRON	CREGLSPARTCN	CRESNET PARTITION SENSOR	1	\$509.20	\$509.20
				Subtotal	\$5,235.82

#### **Room Support and Maintenance**

Elite Maintenance Services - Room; 36-months

\$931.58



#### **Room Summary - Breakout Room C**

#### **Equipment List**

Mfg	Model	Description	Qty	Unit Price	<b>Extended Price</b>
		BREAKOUT ROOM C			
		DISPLAY EQUIPMENT			
DIGILED	DIGDIGITHINNANOCOB 1875	NanoCOB163"DVLED-MatchQuote#SQ-BR-43- NANO COB1875-F-39901 Video Wall: digiLED digiTHIN NANO COB 1875.	1	\$38,583.33	\$38,583.33
		Screen Controller: 1 x Novastar H2 included, 1 x dAVE 150 included, 1 x H Series 16*RJ45 +2*fiber sending card included, 1 x H Series 1-HDMI2.0 Input Card included. Accessories: 1 x Wooden Crate Packaging included			
DIGILED	DIGNANOCOB1875SPAR EPARTS	SPARE PARTS:10x digiTHIN NANO COB 1875 150mm x 168.75mm Tile Manufacturer recommended complement of spare parts	1	\$974.71	\$974.71
FSR	FSR15703	a. FSR WHITE WALL PLATE (DECORA) SS-DPLT1- WHT (1EA)	1	\$6.72	\$6.72
FSR	FSR15776	b. FSR SINGLE PUNCH NEUTRIK D-1 INSERT (DECORA) SS-P1XLR-WHT	1	\$44.08	\$44.08
NEUTRIK	NEUNMNC5MDLW1	c. NEUTRIK 5-PIN MXLR NC5M-L-W-1 (1EA)	1	\$6.94	\$6.94
FSR	FSR16359	d. FSR 3-GANG WALL PLATE WITH 1 DECORA IPS- WP2T-BLK (1EA)	1	\$99.37	\$99.37
FSR	FSR16486	e. SINGLE SPACE BLANK IPS-B000S-BLK (1EA)	1	\$12.70	\$12.70
FSR	FSR16450	f. FEMALE XLR IPS-A611D-BLK (2EA)	2	\$58.28	\$116.56
FSR	FSR16453	g. MALE XLR IPS-A612D-BLK (1EA)	1	\$29.14	\$29.14
FSR	FSR16499	h. DOUBLE BNC IPS-V120S-BLK (1EA)	1	\$38.10	\$38.10
EXTRON ELECTRONICS	EXT60142153	DTP TRANSMITTER,HDMI DECORA WALLPLATE - WHITE 330'	1	\$471.26	\$471.26
BIAMP SYSTEMS	BIADXIC10W	SPEAKER, 10" HIGH-OUTPUT IN-CEILING, WHITE (ORDER IN PAIRS)	4	\$321.84	\$1,287.36
		CONTROL EQUIPMENT			
EXTRON ELECTRONICS	EXT60156602	TOUCHPANEL, 10" WALL MOUNT TOUCHLINK PRO - BLACK	1	\$1,856.32	\$1,856.32
OFE	OWNER FURNISHED	DMX LIGHTING CONTROLLER (Owner Furnished Equipment)	1	OFE	OFE
		MISCELLANEOUS INSTALLATION HARDWARE- ACCESSORIES			
CRESTRON	CREGLSPARTCN	CRESNET PARTITION SENSOR	1	\$509.20	\$509.20



Mfg	Model	Description	Qty	Unit Price	<b>Extended Price</b>
MIDDLE ATLANTIC	MIDPWR8V	POWER STRIP, ESSEX 8-OUTLET 15AMP VERTICAL	1	\$67.24	\$67.24
				Subtotal	\$44,103.03

#### **Room Support and Maintenance**

Elite Maintenance Services - Room; 36-months

\$7,847.06



#### **Room Summary - Breakout Room D**

#### **Equipment List**

Mfg	Model	Description	Qty	Unit Price	<b>Extended Price</b>
		BREAKOUT ROOM D			
		DISPLAY EQUIPMENT			
DIGILED	DIGDIGITHINNANOCOB 1875	NanoCOB163"DVLED-MatchQuote#SQ-BR-43- NANO COB1875-F-39901 Video Wall: digiLED digiTHIN NANO COB 1875.	1	\$38,583.33	\$38,583.33
		Screen Controller: 1 x Novastar H2 included, 1 x dAVE 150 included, 1 x H Series 16*RJ45 +2*fiber sending card included, 1 x H Series 1-HDMI2.0 Input Card included. Accessories: 1 x Wooden Crate Packaging included			
DIGILED	DIGNANOCOB1875SPAR EPARTS	SPARE PARTS:10x digiTHIN NANO COB 1875 150mm x 168.75mm Tile Manufacturer recommended complement of spare parts	1	\$974.71	\$974.71
FSR	FSR15703	a. FSR WHITE WALL PLATE (DECORA) SS-DPLT1- WHT (1EA)	1	\$6.72	\$6.72
FSR	FSR15776	b. FSR SINGLE PUNCH NEUTRIK D-1 INSERT (DECORA) SS-P1XLR-WHT	1	\$44.08	\$44.08
NEUTRIK	NEUNMNC5MDLW1	c. NEUTRIK 5-PIN MXLR NC5M-L-W-1 (1EA)	1	\$6.94	\$6.94
FSR	FSR16359	d. FSR 3-GANG WALL PLATE WITH 1 DECORA IPS- WP2T-BLK (1EA)	1	\$99.37	\$99.37
FSR	FSR16486	e. SINGLE SPACE BLANK IPS-B000S-BLK (1EA)	1	\$12.70	\$12.70
FSR	FSR16450	f. FEMALE XLR IPS-A611D-BLK (2EA)	2	\$58.28	\$116.56
FSR	FSR16453	g. MALE XLR IPS-A612D-BLK (1EA)	1	\$29.14	\$29.14
FSR	FSR16499	h. DOUBLE BNC IPS-V120S-BLK (1EA)	1	\$38.10	\$38.10
EXTRON ELECTRONICS	EXT60142153	DTP TRANSMITTER,HDMI DECORA WALLPLATE - WHITE 330'	1	\$471.26	\$471.26
BIAMP SYSTEMS	BIADXIC10W	SPEAKER, 10" HIGH-OUTPUT IN-CEILING, WHITE (ORDER IN PAIRS)	4	\$321.84	\$1,287.36
		CONTROL EQUIPMENT			
EXTRON ELECTRONICS	EXT60156602	TOUCHPANEL, 10" WALL MOUNT TOUCHLINK PRO - BLACK	1	\$1,856.32	\$1,856.32
OFE	OWNER FURNISHED	DMX LIGHTING CONTROLLER (Owner Furnished Equipment)	1	OFE	OFE
		MISCELLANEOUS INSTALLATION HARDWARE- ACCESSORIES			
CRESTRON	CREGLSPARTCN	CRESNET PARTITION SENSOR	1	\$509.20	\$509.20



Mfg	Model	Description	Qty	Unit Price	<b>Extended Price</b>
MIDDLE ATLANTIC	MIDPWR8V	POWER STRIP, ESSEX 8-OUTLET 15AMP VERTICAL	1	\$67.24	\$67.24
				Subtotal	\$44,103.03

#### **Room Support and Maintenance**

Elite Maintenance Services - Room; 36-months

\$7,847.06



#### **Room Summary - AV Rack and Telecom IDF**

#### **Equipment List**

Mfg	Model	Description	Qty	Unit Price	<b>Extended Price</b>
		AV RACK AND TELECOM IDF			
		VIDEO EQUIPMENT			
EXTRON ELECTRONICS	EXT60138192	MAXTRIX SWITCHER, DTP CROSSPOINT 108 4K IPCP Q SA	1	\$11,568.97	\$11,568.97
EXTRON ELECTRONICS	EXT60130401	SCALER, DSC HD-3G A, HDMI TO 3G-SDI W/ AUDIO EMBEDDING	4	\$1,195.40	\$4,781.60
EXTRON ELECTRONICS	EXT60130301	SCALER, 3G-SDI TO HDMI - DSC 3G-HD A	4	\$1,195.40	\$4,781.60
NOVASTAR	H2PROCESSOR	NOVASTAR H2 PROCESSOR (INCLUDED WITH DIGILED PACKAGE)	1	\$0.00	\$0.00
MIDDLE ATLANTIC	MIDERK4425AV	RACK, STAND ALONE 44 SPACE	1	\$1,650.52	\$1,650.52
		AUDIO EQUIPMENT			
BIAMP SYSTEMS	BIATESIRAFORTEAVBAI	TESIRA FORTE DSP I/O SERVER, 128 X 128 CHANNELS OF AVB	1	\$2,087.36	\$2,087.36
BIAMP SYSTEMS	BIATESIRAEXOUT	OUTPUT EXPANDER, 4-CHAN POE+	1	\$980.46	\$980.46
BIAMP SYSTEMS	BIATESIRAAMP8175R	TESIRA 8 CHANNEL, 175W DIGITAL NETWORKED AMPLIFER	1	\$3,034.48	\$3,034.48
		CONTROL AND NETWORK EQUIPMENT			
EXTRON ELECTRONICS	EXT60178702	TOUCH PANEL, 12" WALL MOUNT TOUCHLINK PRO, BLACK	1	\$3,051.72	\$3,051.72
NETGEAR	NETAXM76520000S	MODULE, 10GBASE-T SFP+ TRANSCEIVER	2	\$289.84	\$579.68
NETGEAR	NETGSM4352100NES	SWITCH, 48-PORT GB POE+, 52PT M4350-48G4XF, MANAGED AV IP AV Rack	1	\$3,185.61	\$3,185.61
NETGEAR	NETGSM4328100NES	SWITCH, 24x1G POE+ MANAGED W/4x10GBASE-X SFP+ Telecom IDF	1	\$2,220.26	\$2,220.26
		MISCELLANEOUS INSTALLATION HARDWARE- ACCESSORIES			
EXTRON ELECTRONICS	EXT60125110	RACK SHELF, 1U BASIC HALF RACK, HRB 109 Rack Shelves for Scalers	4	\$33.33	\$133.32
BIAMP SYSTEMS	BIATESIRARMK1	RACK MOUNT KIT, SINGLE UNIT Rack mount kit for Biamp Output Expander	1	\$49.43	\$49.43
MY CUSTOM SHOP	CTX-8XFXM-8XMXF	ILR FEEDTHRU PATCH PANEL-8 F-M XLRs & 8 M-F ILRs (1RU) IFI RESPONSE REQUESTED WE PROVIDE AUDIO ATCH PANEL FOR AUDIO TIE-LINES		\$199.94	\$199.94
EXTRON ELECTRONICS	EXT70100922	RACK MOUNT KIT, TLP PRO 1220MG INSTALL OPTION: Rack Mount Kit for 12" Touch	0	\$206.90	\$0.00



Mfg	Model	Description	Qty	Unit Price	<b>Extended Price</b>
		Panel			
	Subtotal				\$38,304.95

### **Room Support and Maintenance**

Elite Maintenance Services - Room; 36-months

\$6,328.63



#### **Room Summary - Pre-Function Space**

#### **Equipment List**

Mfg	Model	Description	Qty	Unit Price	<b>Extended Price</b>
		PRE-FUNCTION SPACE			
		DISPLAY EQUIPMENT			
SAMSUNG	SAMQB55C	LCD, 55" 4K/UHD 350NIT 93LB 4K:1 CONT 16/7 QBR Series is EOL, these are the direct replacements recommended by Samsung.	2	\$724.07	\$1,448.14
CHIEF	CHITA502	THINSTALL IN-WALL BOX- SMALL TS218/TS118	2	\$186.07	\$372.14
CHIEF	CHITS218SU	MOUNT, MEDIUM DUAL ARM, THIN SWINGARM	2	\$213.59	\$427.18
MIDDLE ATLANTIC	MIDPWR8V	POWER STRIP, ESSEX 8-OUTLET 15AMP VERTICAL	2	\$67.24	\$134.48
BRIGHTSIGN	BRIXD1035	MEDIA PLAYER, XD5 4K EXPANDED I/O	2	\$522.99	\$1,045.98
		AUDIO EQUIPMENT			
BIAMP SYSTEMS	BIADXIC10W	SPEAKER, 10" HIGH-OUTPUT IN-CEILING, WHITE (ORDER IN PAIRS)	12	\$321.84	\$3,862.08
		CONTROL EQUIPMENT			
EXTRON ELECTRONICS	EXT60166702	TOUCH PANEL, 3.5" PORTRAT WALL MNT TOUCHLINK PRO, BLACK	1	\$793.10	\$793.10
				Subtotal	\$8,083.10

#### **Room Support and Maintenance**

Elite Maintenance Services - Room; 36-months

\$1,438.20



#### **Room Summary - West VIP Space**

#### **Equipment List**

Mfg	Model	Description	Qty	Unit Price	<b>Extended Price</b>
		WEST VIP SPACE			
		DISPLAY EQUIPMENT			
SAMSUNG	AMSUNG SAMQB43C LCD, 43" 4K/UHD 350NIT LED 16/7 QBR Series is EOL, these are the direct replacements recommended by Samsung.		2	\$547.45	\$1,094.90
CHIEF	CHITA502	THINSTALL IN-WALL BOX- SMALL TS218/TS118	2	\$186.07	\$372.14
CHIEF	CHITS218SU	MOUNT, MEDIUM DUAL ARM, THIN SWINGARM	2	\$213.59	\$427.18
BRIGHTSIGN	BRIXD1035	MEDIA PLAYER, XD5 4K EXPANDED I/O	2	\$522.99	\$1,045.98
MIDDLE ATLANTIC	MIDPWR8V	POWER STRIP, ESSEX 8-OUTLET 15AMP VERTICAL	2	\$67.24	\$134.48
		AUDIO EQUIPMENT			
BIAMP SYSTEMS	BIADXIC6W	SPEAKER, 6.5" COAXIAL IN CEILING, WHITE **ORDER IN PAIRS**	4	\$166.67	\$666.68
		CONTROL EQUIPMENT			
EXTRON ELECTRONICS	EXT60166702	TOUCH PANEL, 3.5" PORTRAT WALL MNT TOUCHLINK PRO, BLACK	1	\$793.10	\$793.10
			<u> </u>	Subtotal	\$4,534.46

#### **Room Support and Maintenance**

Elite Maintenance Services - Room; 36-months

\$806.80

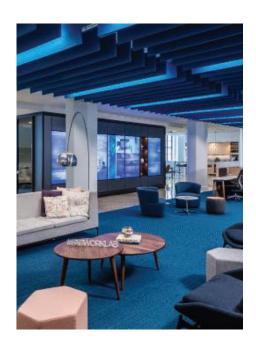


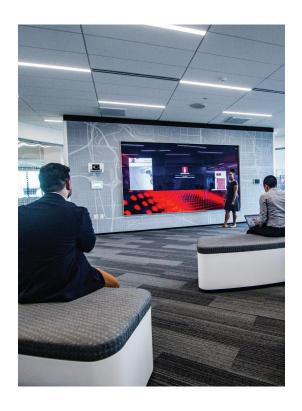
## **Integration Inclusions and Exclusions**

#### **Inclusions**

The following items are **included** in this proposal unless **specifically noted otherwise** within this proposal document or scope of work statement:

- All equipment, wire, and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming, and testing.
- Documentation package including complete as-built AV system diagrams, and manufacturer's operation manuals.
- Coordination and cooperation with the construction team in regard to installing the system.
- User demonstration of full AV system operation for final sign-off.





Any additional trips, labor, or materials due to failure of the other workforces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Unless otherwise agreed in writing by AVI-SPL, all work performed by AVI-SPL will take place between the hours of 8:00 a.m. and 6:00 p.m. local time, Monday through Friday, excluding public and bank holidays. If AVI-SPL is required to perform work outside of these hours, customer will be charged AVI-SPL's standard overtime rates. Any changes in the hours or days of performance must be agreed to in writing by AVI-SPL.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.



#### **Exclusions**

The following items are **excluded** from this proposal **unless specifically identified otherwise** within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including, but not limited to, 110VAC, conduit, core drilling, raceway, and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching, and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal, or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement, and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching, or finishing, of architectural surfaces.
- Permits (unless specifically provided for elsewhere in this proposal document or scope of work statement).
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing. or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable, and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Additional or specific manufacturer's "User Adoption" training.
- Additional costs for union labor.





#### Addendum to General Terms and Conditions - Equipment Ordering

this Addendum.

Printed Name, Title

lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such constraints. However, as the supply chain continues to improve, we will not be ordering equipment for jobs that start more than 120 days from when the contracted site is ready unless lead times are greater than 90 days.

In order for Seller to appropriately plan and coordinate its resources, Buyer must commit to a **site readiness for installation date**, (subject to timely delivery of equipment) on or about \_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

Should Buyer elect to purchase equipment immediately upon placement of order or greater than 120 days prior to the above readiness date, to mitigate delays, Buyer agrees to receive the equipment at their designated location and Seller will immediately bill Buyer upon placement of such order. Buyer shall pay for such equipment within the payment terms (e.g. net 30) specified herein, regardless of any other agreed upon billing terms or billing terms specified herein. Warranty on such equipment shall commence upon delivery of the equipment to Buyer's designated location, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

By initialing next to this sentence, Buyer elects to purchase equipment immediately upon placement of order in accordance with the terms of

Date

Due to global supply chain constraints, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee

Buyer Acceptance

Signed Name

Company Name

## PROPOSAL

County Crown Coliseum Hospitality and Lobby Renovation -Structured Cabling Proposal

#### **BryteSight**

1960 Coliseum Dr, Fayetteville, NC 28306 United States

Revision:

Modified: 2/8/2024



Presented By:

#### Intellicom

3252 S Miami Blvd. Suite 145 Durham, NC 27703 USA 9199571949 www.intellicomusa.com



Intellicom Inc. appreciates the opportunity to submit a Proposal for the Structured Cabling requirement regarding the above referenced project.

Scope narrative based on customer drawings and specifications.

#### **IT Room Build Out**

Intellicom to utilize the existing IT Room build out and, in the case, additional material and/or equipment is required Intellicom is to provide with additional cost associated upon approval of the client.

- (2) 24-port CAT6a patch panels for copper cable terminations.
- (1) Rack mount, vertical PDU (P/N EMA113-10)
- (1) Rack mount UPS 3000VA (P/N 9px3000RT)

#### **Telecom Room 0311 Build Out**

Intellicom to utilize the existing Telecom Room build out and, in the case, additional material and/or equipment is required Intellicom is to provide with additional cost associated upon approval of the client.

• New 12" ladder rack overhead for cable routing and secure with all associated hardware.

#### **New Horizontal Cabling**

Provide labor, equipment, and required materials for installation of the following items.

Install, terminate, test, and label the following CAT6A cables. Certify per BICSI standards with a 25-year extended manufacturer warranty.

- (6) SINGLE outlet touch panel locations consisting of (1) WHITE CAT6A plenum cable, terminated on a female PURPLE RJ45 jack insert in the MDF and a male RJ45 plug at the station end.
- (9) DUAL outlet hard wall locations consisting of (2) WHITE CAT6A plenum cables, terminated on BLUE RJ45 jack inserts in a 2-port WHITE flush mount faceplate.
- (4) TRIPLE outlet TV locations consisting of (3) WHITE CAT6A plenum cables, terminated on BLUE & ORANGE RJ45 jack inserts in a 3-port WHITE flush mount faceplate.
- (4) DUAL outlet WAP locations consisting of (2) WHITE CAT6A plenum cables, terminated on BLACK RJ45 jack inserts in a 2-port WHITE surface mount box (leave a minimum of 10' in service loop and label ceiling grid accordingly if applicable).
- (1) DUAL outlet AV rack location consisting of (2) BLUE CAT6A plenum cables, terminated on GREEN RJ45 jack inserts in a 2-port WHITE surface mount box (leave a minimum of 10' in service loop).

Total CAT6A Cables = 46

Page 2 of 9

<sup>\*</sup> Price Includes Accessories

#### **AV Faceplate Re-termination - Plan North**

#### Provide labor, equipment, and required materials for installation of the following items.

• (2) Remove two FRS Cat 6A Jacks and replace with Siemon Keystone Jacks, (1) Red (P/N Z6A-SK03) and (1) Blue (P/N Z6A-SK06).

#### **Specifications:**

- 1. All work to be done during normal business hours.
- 2. All plywood backboards, floor cores, conduits, sleeves junction boxes, & grounding electrodes to be provided by others.
- 3. No patch cables, security, DAS, intercom, sound masking, backbone and/or demark extension cabling included in this proposal and in the case additional material and/or equipment is required Intellicom is to provide with additional cost associated upon approval of the client.

Project No: PROJECT6284 Rev. 0 2/8/2024

<sup>\*</sup> Price Includes Accessories

# PROJECT SUMMARY

Date

Equip Labor Sales		\$17,668.88 \$11,284.21 \$2,026.72
	nd Total:	\$30,979.81
Client:	JW Woodard	Date

**Contractor:** 

Intellicom

## TERMS AND CONDITIONS

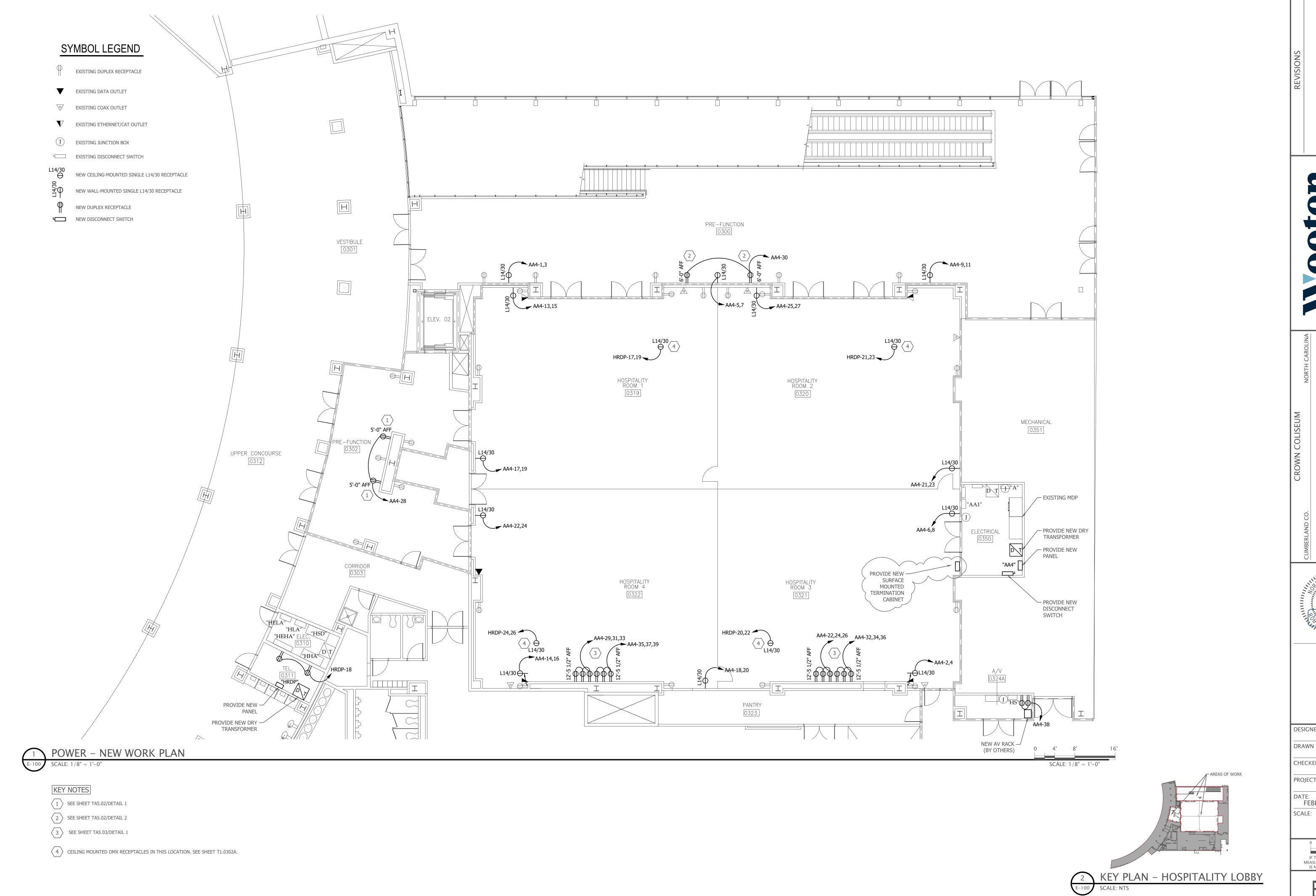
#### **Terms and Conditions:**

- Prices and Payment Equipment/Materials and installation services will be invoiced as follows.
   50% at execution of order with monthly progress payments for duration of the project.
   Maintenance and Monitoring services are payable in advance and invoiced beginning at implementation of the order. Client shall pay Intellicom Inc. within (30) days of receipt of invoice. Intellicom has the right to withhold ordering until payment is received. If shipping charges are shown on an order, they are estimate only and may vary from the estimate shown on the proposal.
- 2. Scheduling Prior to installation, Intellicom will prepare and submit any necessary infrastructure requirements, create system drawings, purchase the equipment, build and test the equipment in our shop, and create any custom programming required. Although we will make every effort to meet Client scheduling requirements. Start dates are dependent on equipment availability. Client approved substitutions may be required to meet Client scheduling requirements. Work to be performed during the normal business hours of Monday thru Thursday 7:00am to 6:00pm.
- 3. Taxes Estimated Sales/Use taxes are included where applicable. Unless a capitalization form NC 589CI has been provided, or an NC exemption certificate, Sales tax will be charged on both materials and labor. If the job location is outside the state of North Carolina, local taxes will apply.
- 4. Changes in Client Orders Changes to an order may only be made following the agreement of the Client and Intellicom Inc. to the change. If both agree to the changes in equipment/materials and services prior to implementation, then Client shall be charged or credited for the changed items. Appropriate documentation may be required so that additions or deletions may be recorded and charges or credits issued. The Client's ability to return equipment/materials is subject to Intellicom Inc.'s ability to return the equipment to the manufacturer. Reasonable restocking, shipping and handling charges may be assessed with respect to any items deleted or returned.
- **5. Returns-** All returns are subject to restocking, shipping and handling charges.
- 6. Accessibility To ensure the ability to provide services the Client will be required to provide access to client locations, information and customer contacts during normal business hours 7-6 Monday through Friday. Should such access to locations, Client contact or information not be provided, Client is responsible for any service delays or added costs.
- 7. Warranty Intellicom Inc. warrants that at Implementation and for the duration of the warranty period referred to below, each item or equipment, will function substantially in accordance with the manufacturer's published specifications, provided it is not damaged as set forth in section 8 and is used according to standard operating instructions issued by the manufacturer. Unless otherwise stated in the proposal, the warranty period for equipment installed by Intellicom Inc. is (1) year from when Intellicom Inc. Notifies the owner that the installation is ready for use, upon substantial completion, or upon beneficial use, whichever comes first. During the warranty period defective parts will be repaired or replace at our option at no additional cost to the end user. Warranty support is subject to final payment and acceptance by the customer of record. Non-payment of services invoice shall void any and all warranty support.
- 8. Default by Client Upon any default by Client under this Agreement, including refusal to accept conforming equipment or services, Intellicom may exercise all remedies to which Intellicom may be entitled at law or in equity, including specific performance. Additionally, Intellicom may declare all sums due or to become due hereunder immediately due and payable, and Intellicom shall be entitled to recover all collection costs incurred, including legal interest. In addition, for payments not received within (30) days of the invoice date, a late fee of 2% per month may be assessed on any past due invoice balance.
- Liquidated Damages- Liquidated damages are specifically excluded from this proposal. No consideration has been made for liquidated damages in the scope of work in this proposal.
- 10. Current Volatile Conditions Due to price fluctuations, global market conditions, actions of foreign or local governments especially on imported products, Intellicom Inc. reserves the right to renegotiate pricing with our customers in the event of price escalation. We will make every effort to mitigate this impact, however, if our pricing escalated from added tariffs or unexpected cost impacts, we will immediately bring this to the attention of the client and a price adjustment shall be justified.
- 11. Subscription Services If this project requires subscription charges for ongoing services such as monitoring, hosting fees, Software Support Agreements, cloud services or similar services, recurring subscriptions will be invoiced annually. Subscription services are subject to price changes as our costs increase.

piect No : PROJECT6284 Rev. 0 2/8/2024

- 12. Subscription Cancellations Cancellations must be requested in writing. Cancellation requests should be sent to AP@intellicomusa.com. Intellicom may, at it's sole discretion, cancel any subscription in the event of failure to pay for the services.
- 13. Door Locking Hardware- If Intellicom is not providing the electrified locking hardware, Intellicom will wire up to the frame side connection point at the electric transfer hinge. All work beyond the frame side of the hinge is the responsibility of others. If Intellicom needs to reinstall locking hardware by others or remediate internal door wiring additional charges will apply.
- 14. OFE Equipment- If Intellicom is connecting to existing equipment or equipment provided by others, it is expected to be in working order at time of connection. If troubleshooting, additional equipment, or repairs are required after connection, this work will be done on a time and material basis. Approval for the additional work must be agreed upon before the repairs will be completed.

Project No : PROJECT6284 Rev. 0 2/8/2024



Boylan Avenue • Raleigh, NC 27603-1423 ) 828-0531 • thewootencompany.com License Number : F-0115

Y & LOBBY RENOVATION

HOSPITALITY & LOBBY

CARO/
CARO/
16765

Docusigned by:
429578923E11483

2/21/2024

DESIGNED BY:
REE

DRAWN BY:
TCM

CHECKED BY:
REE

PROJECT NO.:
2877-L

DATE:
FEBRUARY 21, 2024

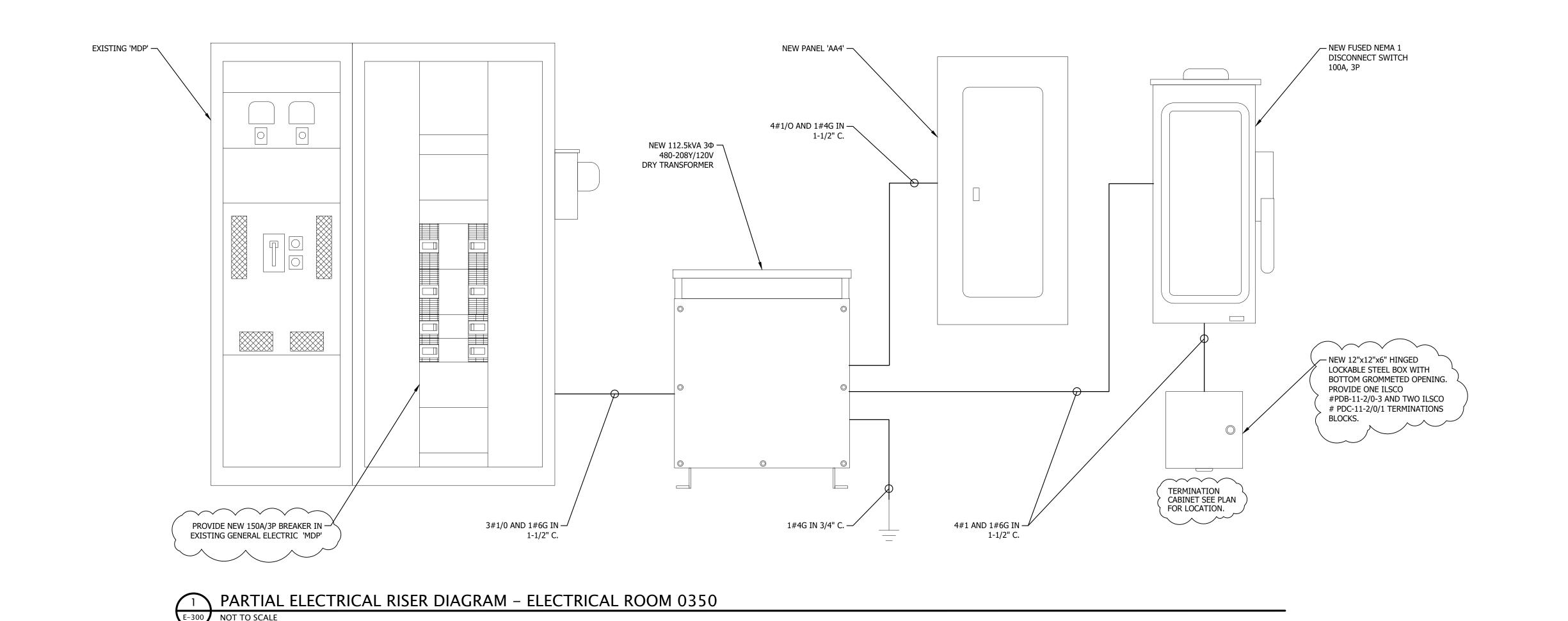
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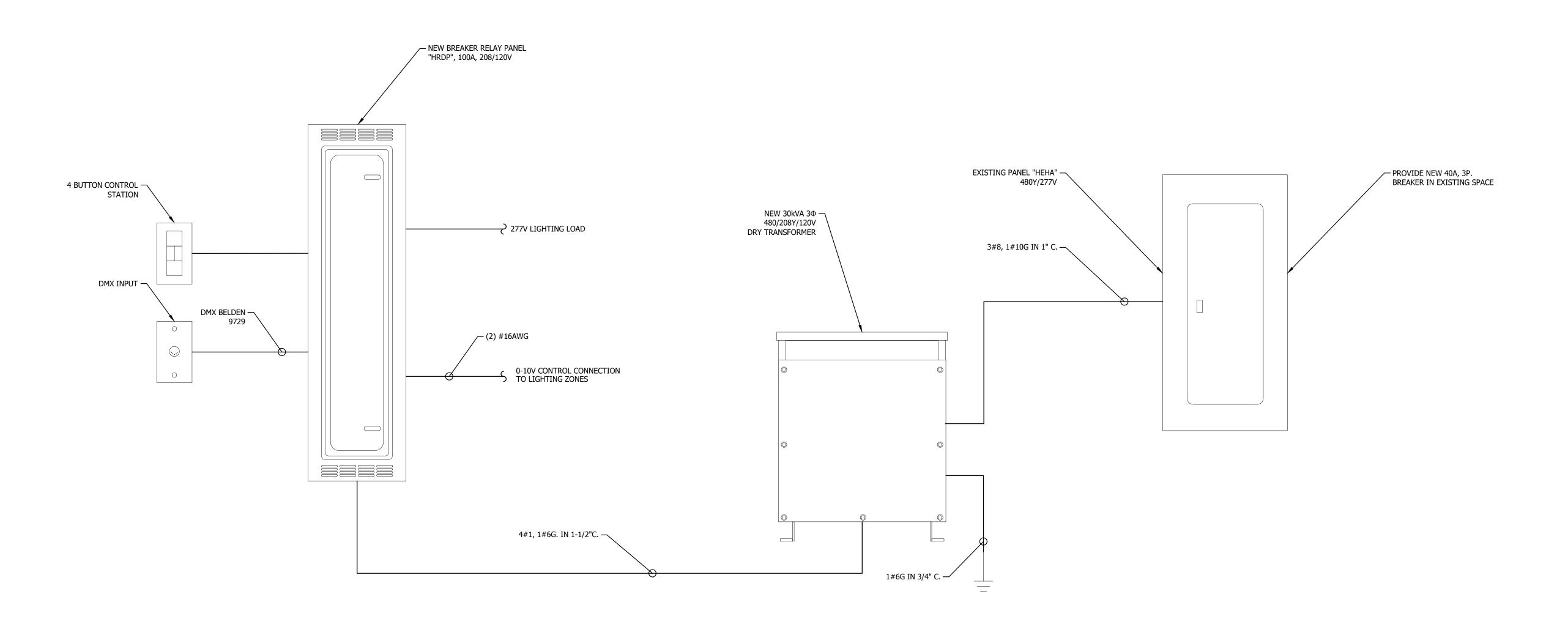
0 1/2 1

IF THIS BAR DOES NOT

MEASURE 1" THEN DRAWING
IS NOT TO FULL SCALE

E-100





PARTIAL ELECTRICAL RISER DIAGRAM – TELCOM ROOM 0311

DESIGNED BY:

RE

DRAWN BY:

TCI

CHECKED BY:

RE

PROJECT NO.:

& LOBBY RENOVATION

DATE:
FEBRUARY 21, 2024
SCALE:

O 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE

E-300

			June 2024			
Sunday	M on day	Tuesday	Wedn es day	Thursday	Friday	Saturday
26 Lag BaOmer (Ends at Nightfall)	27 Me morial Day	28	29	30	31	1
						All Day Graduation/Commencement Contract Signed 3 Rooms Tony Williams (Event Manager)  All Day Cheer/Dance Contract Signed Crown The atre
						4 - 9 P M Sport - Othe r N o Propos al or Contract Crown Are na
2	3	4	5	6	7	8
All Day Graduation/Comme nce me nt Contract Signe d 3 Rooms Tony Williams (Event Manager)					All Day U nknown N o P roposal or Contract Crown T he atre	
All Day Che e r/Dance Contract Signe d Crown The atre			All Day Che e r/Dance N o Proposal or Contract Crown T he atre			All Day Football No Proposal or Contract 2 Rooms
						All Day Exhibition-Consume r/T rade Show No Proposal or Contract Crown Are na
9	10	11 Shavuot (Begins at Sundown)	12	13 Shavuot (Ends at Nightfall)	14 Flag Day	15
All Day Che e r/Dance N o Proposal or Contract Crown T he atre		7:30 AM - 5 PM Training/Works hop Contract Signe d Crown Are na Paul Porte rfield (Event Manager)				
	All Day In House No Proposal or Contract Ballroom – Full					
	6 - 8 P M Sport - Othe r N o Proposal or Contract Expo - C		6 - 8 P M Sport - Othe r N o Proposal or Contract Expo - C	All Day Come dy N o Propos al or Contract Crown T he atre	All Day Che e r/Dance N o Proposal or Contract Crown T he atre	
					All Day Come dy No Proposal or Contract Crown The atre	All Day Football No Proposal or Contract 2 Rooms

2/8/2024 1/8

	June 2024						
Sunday	M on day	Tuesday	Wedn es day	Thursday	Friday	Saturday	
16 Father's Day	17	18	19 Juneteenth	20	21	22	
All Day In House No Proposal or Contract Ballroom – Full							
	6 - 8 P M Sport - Othe r N o Propos al or Contract Expo - C		All Day Concert - Jazz/Blues N o Proposal or Contract Crown T he atre	7 AM - 6 PM Community Event No Proposal or Contract 3 Rooms			
					All Day Conce rt - R&B/Soul N o Proposal or Contract Crown The atre	All Day Football N o Proposal or Contract 2 Rooms	
23	24	25	26	27	28	29	
All Day In House No Proposal or Contract Ballroom – Full							
	6 - 8 P M Sport - Othe r N o Proposal or Contract Expo - C		6 - 8 P M Sport - Other No Proposal or Contract Expo - C	All Day Che e r/Dance Propos al Cre at e d Crown T he at re	All Day Concert - Country No Proposal or Contract Crown The atre	All Day Che e r/Dance P ropos al Cre at e d Crown T he at re	
30	1	2	3	4 Independence Day	5	6	
All Day In House No Proposal or Contract Ballroom – Full							

2/8/2024 2/8

			July 2024			
Sunday	Monday	Tuesday	Wedn es day	Thursday	Friday	Saturday
30	1	2	3	4 Independence Day	5	6
	All Day In House No Proposal or Contract Ballroom – Full					
						All Day Football N o Proposal or Contract 2 Rooms
7	8	9	10	11	12	13
All Day n House No Proposal or Contract Ballroom – Full						
	All Day Concert - Pop N o Propos al or Contract Crown T he atre					All Day Che e r/Dance N o Propos al or Contract Crown T he atre
				All Day Che e r/Dance N o Propos al or Contract Crown T he atre		7 AM - 5 PM Community Event N o Proposal or Contract 2 Rooms
14	15	16	17	18	19	20
All Day n House No Proposal or Contract Ballroom – Full						
				All Day Che e r/Dance N o Propos al or Contract Crown T he atre		All Day Football No Proposal or Contract 2 Rooms
						All Day Che e r/Dance N o Proposal or Contract Crown T he atre
21	22	23	24	25	26	27
					All Day Exhibition-Consumer/Trade Show Contract Signed Expo - Full	
ll Day n House I o Proposal or Contract allroom – Full						
					All Day Concert - Country No Proposal or Contract Crown The atre	

2/8/2024 3/8

July 2024							
Sunday	Monday	Tuesday	Wedn es day	Thursday	Friday	Saturday	
All Day Exhibition-Consumer/Trade Show Contract Signed Expo - Full	29	30	31	1	2	3	
All Day In House No Proposal or Contract Ballroom – Full							
	8 AM - 10 PM Stage Play No Proposal or Contract Crown The atre						
	8 AM - 11 PM Exhibition-Consumer/Trade Show Contract Waiting to Send Expo - Full						
		8 AM - 10 P M Community Event Contract Waiting to Send Crown Arena					

2/8/2024 4/8

	August 2024						
Sunday	M on day	Tu⇔day	Wedn es day	Thursday	Friday	Saturday	
28	29	30	31	1	2	3	
				All Day In House No Proposal or Contract Ballroom – Full			
				8 AM - 11 PM Exhibition-Consumer/Trade Show Contract Waiting to Send Expo - Full			
				8 AM - 10 PM Stage Play N o Propos al or Contract Crown T he atre		11 AM - 4 PM Sport - Other N o Proposal or Contract Crown Are na	
4	5	6	7	8	9	10	
All Day In House No Proposal or Contract Ballroom – Full							
8 AM - 11 PM Exhibition-Consumer/Trade Show Contract Waiting to Send Expo - Full							
				6 AM - 2 PM Graduation/Comme nce me nt N o Propos al or Contract Crown T he at re			
				9 AM - 5 PM Meeting No Proposal or Contract Crown Colise um			
11	12	13	14	15	16	17	
All Day In House No Proposal or Contract Ballroom – Full							
	8 AM - 1 PM Meeting No Proposal or Contract Crown Colise um			All Day Family Show N o Proposal or Contract 2 Rooms			
						8 AM - 6:30 PM Conference/Convention Proposal Created 2 Rooms	

2/8/2024 5/8

			August 2024			
Sunday	M on day	Tuesday	Wedn es day	Thursday	Friday	Saturday
18 TuB'Av (Begins at Sundown)	19 TuB'Av (Ends at Nightfall)	20	21	22	23	24
					9:30 AM - 5 PM Exhibition-Consume r/Trade Show Contract Signe d 2 Rooms	
ll Day n House I o Proposal or Contract I allroom – Full						
All Day Family Show No Proposal or Contract P. Rooms			12 AM - 11:59 PM Banque t/Ball Contract Waiting to Send Expo - B			4 - 9 P M Sport - Othe r N o Proposal or Contract Crown Are na
			8 AM - 5 PM Community Event N o Proposal or Contract Expo - C			
25	26	27	28	29	30	31
8 AM - 9 P M : xhibition-Consume r/T rade Show Contract Signe d ? Rooms					All Day Community Event Contract Signe d 3 Rooms	
All Day In House No Proposal or Contract Ballroom – Full						
				8 AM - 5 PM Banque t/B all N o Propos al or Contract 2 Rooms		

2/8/2024 6/8

	September 2024							
Sunday	M on day	Tu⇔day	Wedn es day	Thursday	Friday	Saturday		
1	2 Labor Day	3	4	5	6	7		
All Day Community Event Contract Signed 3 Rooms								
All Day In House No Proposal or Contract Ballroom – Full								
				All Day Community Event Proposal Created Expo A/D				
						7 AM - 8 PM Exhibition-Consumer/Trade Show Proposal Created Expo - B		
						8 AM - 7 PM Exhibition-Consumer/Trade Show Proposal Created PL - West VIP		
8	9	10	11	12	13	14		
All Day Community Event Contract Signe d 3 Rooms						8 AM - 4 PM Exhibition-Consumer/Trade Show Proposal Created PL - North The atre		
All Day In House No Proposal or Contract Ballroom – Full						11 AM - 4 PM Sport - Othe r N o Proposal or Contract Expo - C		
8 AM - 7 PM Exhibition-Consumer/Trade Show Proposal Created PL - West VIP								
15	16	17	18	19	20	21		
		8 AM - 5 PM Training/Works hop No Proposal or Contract Expo B/A/D				All Day Banque t/Ball N o Proposal or Contract Expo B/A/D		

2/8/2024 7/8

			September 2024			
Sunday	Monday	Tuesday	Wedn es day	Thursday	Friday	Saturday
22	23	24	25	26	27	Leil Selichot (Begins after Nightfall)
All Day Come dy N o Propos al or Contract Crown T he atre				All Day Confe rence/Convention Contract Signe d Expo B/C	All Day Concert - R&B/Soul No Proposal or Contract Crown The atre	
				All Day Come dy N o Proposal or Contract Crown T he at re	All Day Exhibition-Consumer/Trade Show No Proposal or Contract 2 Rooms	
					All Day Sport - Othe r No Proposal or Contract Crown Are na	
					All Day Come dy No Proposal or Contract Crown The atre	All Day Come dy N o Propos al or Contract Crown T he at re
						All Day Banque t/Ball No Proposal or Contract Expo B/A/D
29	30	1	Rosh H as hana (Be gins at Sundown)	3	4 Rosh Hashana (Ends at Nightfall)	5
ll Day xhibition-Consume r/T rade Show o Proposal or Contract Rooms						
II Day ome dy o Proposal or Contract rown The atre						

2/8/2024 8/8

# SPECIFICATIONS AND DRAWINGS CUMBERLAND COUNTY: CROWN COLISEUM HOSPITALITY LOBBY RENOVATIONS TWC # 28 -L

SUB ECT: ADDENDUM NO. 2

MARCH 0 , 2024

To the Plans and Specifications for:

Cumberland County: Crown Coliseum Hospitality Lobby Renovations

To: PROSPECTIVE BIDDERS AND OTHER CONCERNED PARTIES

This ADDENDUM forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Bidders shall acknowledge receipt of the ADDENDUM in the space provided on the Bid Form. Failure to do so may subject the Bidder to Disqualification.

#### A. Pro ect Manual

- 1. Table Of Contents
  - a. Replace with attached.
- 2. Invitation For Proposals
  - a. Replace with attached.
- 3. Proposal Form
  - a. Replace with attached.
- 4. MWBE Forms
  - a. Add the attached.
  - . Employment Eligibility Verification
    - a. Add the attached.

Bids will be received until 1 00 PM on Thursday, March 21, 2024.

FOR THE OWNER

THE WOOTEN COMPANY

BY:

Russell D. Pearlman, AIA

END OF DOCUMENT

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10 2226       Operable Partitions       6         10 2600       Wall and Door Protection       2         DIVISION 26 – ELECTRICAL         26 0500       General Provisions Related to Electrical Work       6         26 0519       Building Wire and Cable       4         26 0526       Grounding and Bonding       4         26 0529       Supporting Devices       2         26 0532       Conduit       4         26 0533       Boxes       4         26 0553       Electrical Identification       3         26 2200       Dry Type Transformers       4         26 2416       Panelboards       3         26 2819       Enclosed Switches       2
DIVISION 26 – ELECTRICAL           DIVISION 26 – ELECTRICAL           26 0500         General Provisions Related to Electrical Work         6           26 0519         Building Wire and Cable         4           26 0526         Grounding and Bonding         4           26 0529         Supporting Devices         2           26 0532         Conduit         4           26 0533         Boxes         4           26 0553         Electrical Identification         3           26 2200         Dry Type Transformers         4           26 2416         Panelboards         3           26 2819         Enclosed Switches         2
DIVISION 26 – ELECTRICAL         26 0500       General Provisions Related to Electrical Work       6         26 0519       Building Wire and Cable       4         26 0526       Grounding and Bonding       4         26 0529       Supporting Devices       2         26 0532       Conduit       4         26 0533       Boxes       4         26 0553       Electrical Identification       3         26 2200       Dry Type Transformers       4         26 2416       Panelboards       3         26 2819       Enclosed Switches       2
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26 0553       Electrical Identification       3         26 2200       Dry Type Transformers       4         26 2416       Panelboards       3         26 2819       Enclosed Switches       2
26 2200       Dry Type Transformers       4         26 2416       Panelboards       3         26 2819       Enclosed Switches       2
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A SMN N A N P P SA S

C M AN C N N N N AS C PA M N

C NCSM SPA NAN, A, N CANA

Cu n County o t C o n

here will not be a Pre id Conference for this pro ect

uestions must be submitted to he ooten Company, ussell Pearlman <u>rpearlman thewootencompany com</u> before PM, ednesday March , 202 esponses will be provided before PM, riday March , 202

Pursuant to Section of the eneral Statutes of North Carolina, informal bids are solicited and will be received in the office of the Cumberland County n ineerin nfrastructure epartment, oom 2, in the istoric Courthouse located at 0 illespie Street, ayetteville, North Carolina at any time before on and then publicly opened in the office of the Cumberland County n ineerin nfrastructure epartment in the istoric Courthouse and read for construction of the proposed

Proposals must be enclosed in a sealed envelope addressed to Mr ermaine M al er, irector of n ineerin and nfrastructure, 0 illespie Street, oom 2, ayetteville, NC 2 0 he outside of the envelope must be mar ed "PROPOSAL FOR C C" and shall indicate the name, address, telephone number and state license number of the bidder Proposals must be submitted on the printed form, or exact copies thereof, contained in the Contract ocuments

A id ond is re uired for this pro ect Performance and Payment onds are re uired

All Contractors are notified that North Carolina Statutory provisions as to licensin for Contractors will be observed in receivin, readin, and awardin of contracts

Plans and Specifications, includin Contract ocuments, are open to public inspection at the Cumberland County n ineerin nfrastructure epartment ffice, 0 illespie Street, ayetteville, NC i ital Plans and Specifications, includin Contract ocuments available upon re uest from the ooten Company, atrina Perry <a href="mailto:perry thewootencompany.">perry thewootencompany.</a> com

he County reserves the ri ht to re ect any or all proposals he bidder to whom the contract may be awarded must comply with the re uirements of S Section , as amended

No bids may be withdrawn after the scheduled closin time for the receipt of proposals for a period of forty five days

#### **PROPOSAL**

# TO CUMBERLAND COUNTY NORTH CAROLINA

The undersigned hereby signifies that it is	(his	or
her) intention and purpose to enter into a contract to furnish labor, materials, equipment, apparatus,	etc.,	as
required and to do all the work necessary for the:		

#### CUMBERLAND COUNTY CROWN COLISEUM HOSPITALITY & LOBBY RENOVATION

as described in the specifications and shown on the plans in accordance with the terms of the Advertisement, Instructions to Bidders, the foregoing Specifications, and the following form of Contract, and this Proposal and the Plans; and pursuant with the requirements of the Advertisement and Instructions to bidders which are as follows:

- THAT: The undersigned carefully examined the Instructions to Bidders, the Specifications, Plans, this form of Proposal, and the Contract and Fully understands them.
- THAT: The undersigned carefully examined the site or sites of the project or projects and is familiar with the conditions under which the work, or any part of it, is to be done and the conditions which must be fulfilled in furnishing and/or erection or construction of any or all items of the project, and the furnishing only of any materials, equipment, or apparatus specified in connection therewith.
- THAT: The undersigned will provide all necessary tools, machinery apparatus, and all means necessary to complete such Contract as may be entered into, and in the manner prescribed in the Contract and Specifications and according to the Plans and requirements under the of the Engineer, in the first class manner.
- THAT: The right of Cumberland County and the recommendations of the Engineer are not to be questioned in the award of the Contract.
- THAT: It is the intention of Cumberland County, North Carolina, subject to the conditions set forth, to award contracts for the project on the basis of bids received at this letting and in such manner as they may decide as being in the best interests of the County.
  - THAT: The County reserves the right to reject any of all proposals.
- THAT: A proposal made by a corporation must be signed by its proper officers in a legal manner and its official address stated herein.
- THAT: A proposal made by a firm shall be signed with the name of each member of said firm and the firm name added, with the official address of said firm.

stated in the notice to proceed and s	tipulated in the Contract.	
	edges receipt of the following Addendum:	
THAT: The Bidder acknowl MBE Documentation E-Verify Form (See	on (See Attached)	
_	urnish all materials, labor and equipment and to install comple and Specifications for the lump sum of:	te in place the
TOTAL BID:		
	Dollars (\$	).
Submitted, this day of		
	By: (Signature of Person, Firm or Corporation making Bid)	
(Seal - If Bid is by a Corporation)	Title:	-
	Address:	-
Attest:		-
	License No.	
	Phone:	

THAT: The undersigned will complete such contract as is hereby proposed to enter into within the time

### **Identification of HUB Certified/ Minority Business Participation**

(Name of Bidder) do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.						
Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)			

<sup>\*</sup>Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

<sup>\*\*</sup> HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$) \_\_\_\_\_\_.

#### Attach to bid State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts County of \_\_\_\_\_ (Name of Bidder) Affidavit of I have made a good faith effort to comply under the following areas checked: Bidders must earn at least 50 points from the good faith efforts listed for their bid to be **considered responsive.** (1 NC Administrative Code 30 I.0101) 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed. 2 -- (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due. ☐ 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation. 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. **5** – **(10 pts)** Attended prebid meetings scheduled by the public owner. ☐ 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors. 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth. Date: Name of Authorized Officer:\_\_\_\_\_

Signature:\_\_\_\_\_ (SEAL) Title: State of \_\_\_\_\_, County of \_\_\_\_\_\_
Subscribed and sworn to before me this \_\_\_\_\_day of \_\_\_\_\_\_20\_\_\_\_ Notary Public My commission expires \_\_\_\_\_

Attach to bid Attach to bid

## State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of	<u></u>
Affidavit of	
	ne of Bidder) 1% of the work required for the
	contract.
(Name of Project)	
In making this certification, the Bidder states that of this type project, and normally performs and helements of the work on this project with his/her	
	rmation or documentation requested by the owner in ees to make a Good Faith Effort to utilize minority
The undersigned hereby certifies that he or she Bidder to the commitments herein contained.	has read this certification and is authorized to bind the
Date:Name of Authorized Officer:	
Signature:	
Title:	
(SEAL)	
State of, County of, Subscribed and sworn to before me this Notary Public	day of20
My commission expires	

Do not submit with bid Do not submit with bid

State of Nort Performed by I County of					Work to be
(Note this form is t		ly by the app	parent lowe	st responsible, re	sponsive bidder.)
If the portion of the v GS143-128.2(g) and then the bidder mus This affidavit shall be after notification of b	d 128.4(a),(b),(e) is go t complete this affide e provided by the ap	equal to or gr avit.	eater than 1	0% of the bidders	total contract price,
Affidavit of				I do here	by certify that on the
	``	me of Bidder)			
Project ID#	(Project	Name) /	Amount of Bi	d \$	
I will expend a minin enterprises. Minority providers of profess	businesses will be	employed as	s construction	n subcontractors, \	/endors, suppliers o
Name and Phone N		onal sheets if re *Minority Category	equired **HUB Certified Y/N	Work Description	Dollar Value
*Minority categories: E  ** HUB Certification	Female ( <b>F</b> ) Soc with the state HUB C	ially and Econ	omically Disa I to be count	dvantaged ( <b>D</b> ) ed toward state par	rticipation goals.
Pursuant to GS143- work listed in this s this commitment ma	chedule conditional	upon execu	tion of a cor		
The undersigned he authorized to bind the Date:N	ne bidder to the com	mitment here	ein set forth.		
	Si	gnature:			
(SEAL)	State of Subscribed and sw Notary Public My commission exp	, orn to before r	County of ne this	day of20 	)

#### State of North Carolina

#### **AFFIDAVIT D – Good Faith Efforts**

County of	-							
Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)								
f the goal of 10% participation by HL provide the following documentation		•		he Bidder shall				
Affidavit of			l do hereby	y certify that on the				
	(Name of Bidd	<u>er)</u>		•				
Project ID#Amount of Bid \$ will expend a minimum of% of the total dollar amount of the contract with HUB certified/ minority business enterprisies. Minority businesses will be employed as construction subcontractors, yendors, suppliers or providers of professional services. Such work will be subcontracted to the ollowing firms listed below. (Attach additional sheets if required)								
Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value				

**Examples** of documentation that <u>may</u> be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

<sup>\*</sup>Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

<sup>\*\*</sup> HUB Certification with the state HUB Office required to be counted toward state participation goals.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date <u>:</u>	Name of Authorized Officer:	
	Signature:	
(SEAL)	Title:	
	State of, County of	
	Subscribed and sworn to before me thisday	/ of20
	Notary Public	
	My commission expires	



#### **Employment Eligibility Verification**

#### **Department of Homeland Security**

U.S. Citizenship and Immigration Services

USCIS Form I-9

OMB No.1615-0047 Expires 07/31/2026

START HERE: Employers must ensure the form instructions are available to employees when completing this form. Employers are liable for failing to comply with the requirements for completing this form. See below and the <a href="Instructions">Instructions</a>.

**ANTI-DISCRIMINATION NOTICE:** All employees can choose which acceptable documentation to present for Form I-9. Employers cannot ask employees for documentation to verify information in **Section 1**, or specify which acceptable documentation employees must present for **Section 2** or Supplement B, Reverification and Rehire. Treating employees differently based on their citizenship, immigration status, or national origin may be illegal.

		_			-			_			
Section 1. Employee day of employment,	Information but not befo	n and Attest re accepting	<b>ation:</b> Em a job offer	ploy	ees must comp	lete and	sign S	Section 1 of F	orm I-9 r	no late	r than the <b>first</b>
Last Name (Family Name)		First N	ame (Given I	Name	*)	Middle Ir	nitial (if a	any) Other Las	t Names Us	sed (if a	ny)
Address (Street Number ar	Apt. Numl	per (if	fany) City or Tow	n			State		ZIP Code		
Date of Birth (mm/dd/yyyy)  U.S. Social Security Number				Emplo	oyee's Email Addres	SS			Employee	e's Telep	phone Number
I am aware that federa provides for imprison fines for false stateme	ment and/or	1. A citiz	zen of the Ur	ited S		·		ation status (See	page 2 an	d 3 of th	e instructions.):
use of false document	,				the United States (						
connection with the co			<u> </u>		ident (Enter USCIS						
of perjury, that this int	formation,	4. A nor	ncitizen (othe	r thar	ltem Numbers 2.	and <b>3.</b> abo	ve) auth	orized to work u	ntil (exp. da	te, if any	/)
including my selection attesting to my citizen		If you check Ite	em Number	<b>4.</b> , en	iter one of these:						
immigration status, is		USCIS A-	Number		Form I-94 Admissi	on Numbe		Foreign Passp	ort Numbe	r and Co	ountry of Issuance
correct.				OR			OR				<del>-</del>
Signature of Employee						Т	Today's I	Date (mm/dd/yyy	ry)		
If a preparer and/or to	ranslator assis	ted you in comp	pleting Secti	on 1,	that person MUST	complete	the Pre	eparer and/or T	ranslator C	ertificat	tion on Page 3.
Section 2. Employer business days after the e authorized by the Secret documentation in the Add	employee's first arv of DHS. d	st day of emplo ocumentation f nation box; see	yment, and from List A	mus OR a	st physically exam a combination of d	nine, or ex locument	ative m kamine ation fro	consistent wit om List B and	and sign <b>S</b> h an alterr List C. Er	native p nter any	rocedure v additional
		List A		OR	Lis	st B		AND		List	С
Document Title 1											
Issuing Authority				-							
Document Number (if any)  Expiration Date (if any)				-							
Document Title 2 (if any)				Add	ditional Informati	on					
Issuing Authority											
Document Number (if any)											
Expiration Date (if any)											
Document Title 3 (if any)											
Issuing Authority											
Document Number (if any)											
Expiration Date (if any)				(	Check here if you us	ed an alte	rnative p	procedure author	ized by DH	S to exa	mine documents.
Certification: I attest, undemployee, (2) the above-list best of my knowledge, the	sted document	ation appears to	o be genuine	and	to relate to the em				First Da (mm/dd		ployment
Last Name, First Name and	Title of Employe	er or Authorized I	Representati	/e	Signature of En	nployer or <i>i</i>	Authoriz	ed Representati	ve	Today'	s Date (mm/dd/yyyy)
Employer's Business or Orga	anization Name		Emplo	yer's	Business or Organi	zation Add	ress, Ci	ty or Town, State	e, ZIP Code	•	

For reverification or rehire, complete Supplement B, Reverification and Rehire on Page 4.

Form I-9 Edition 08/01/23 Page 1 of 4

#### LISTS OF ACCEPTABLE DOCUMENTS

All documents containing an expiration date must be unexpired.

\* Documents extended by the issuing authority are considered unexpired.

Employees may present one selection from List A or a combination of one selection from List B and one selection from List C.

Examples of many of these documents appear in the Handbook for Employers (M-274).

LIST A		LIST B	LIST C	
Documents that Establish Both Identity and Employment Authorization	OR	Documents that Establish Identity ANI	Documents that Establish Employment	
U.S. Passport or U.S. Passport Card     Permanent Resident Card or Alien Registration Receipt Card (Form I-551)     Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machinereadable immigrant visa		-	Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address      ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as	A Social Security Account Number card, unless the card includes one of the following restrictions:      (1) NOT VALID FOR EMPLOYMENT      (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION      (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
4. Employment Authorization Document that contains a photograph (Form I-766)  5. For an individual temporarily authorized		name, date of birth, gender, height, eye color, and address  3. School ID card with a photograph	Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)	
to work for a specific employer because of his or her status or parole:  a. Foreign passport; and b. Form I-94 or Form I-94A that has		<ul><li>4. Voter's registration card</li><li>5. U.S. Military card or draft record</li><li>6. Military dependent's ID card</li></ul>	3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal	
the following: (1) The same name as the		7. U.S. Coast Guard Merchant Mariner Card	4. Native American tribal document  5. U.S. Citizen ID Card (Form I-197)	
passport; and (2) An endorsement of the individual's status or parole as long as that period of		Native American tribal document     Driver's license issued by a Canadian government authority	6. Identification Card for Use of Resident Citizen in the United States (Form I-179)	
endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		For persons under age 18 who are unable to present a document listed above:	7. Employment authorization document issued by the Department of Homeland Security  For examples, see Section 7 and	
Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or		<ul><li>10. School record or report card</li><li>11. Clinic, doctor, or hospital record</li></ul>	Section 13 of the M-274 on uscis.gov/i-9-central.  The Form I-766, Employment	
Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		12. Day-care or nursery school record	Authorization Document, is a List A, <b>Item Number 4.</b> document, not a List C document.	
		Acceptable Receipts		
May be prese		d in lieu of a document listed above for a to For receipt validity dates, see the M-274.	emporary period.	
<ul> <li>Receipt for a replacement of a lost, stolen, or damaged List A document.</li> <li>Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the individual.</li> <li>Form I-94 with "RE" notation or refugee stamp issued to a refugee.</li> </ul>	OR	Receipt for a replacement of a lost, stolen, or damaged List B document.	Receipt for a replacement of a lost, stolen, or damaged List C document.	

<sup>\*</sup>Refer to the Employment Authorization Extensions page on  $\underline{\text{I-9 Central}}$  for more information.

Form I-9 Edition 08/01/23 Page 2 of 4



Last Name (Family Name) from Section 1.

#### Supplement A, Preparer and/or Translator Certification for Section 1

#### **Department of Homeland Security**

U.S. Citizenship and Immigration Services

First Name (Given Name) from Section 1.

USCIS Form I-9 Supplement A OMB No. 1615-0047 Expires 07/31/2026

Middle initial (if any) from Section 1.

<b>Instructions:</b> This supplement must be completed by any preparer and/or translator who assists an employee in completing Section 1 of Form I-9. The preparer and/or translator must enter the employee's name in the spaces provided above. Each preparer or translator must complete, sign, and date a separate certification area. Employers must retain completed supplement sheets with the employee's completed Form I-9.							
I attest, under penalty of perjury, that I have assisted i knowledge the information is true and correct.	n the	completion of Section 1 of the	his form a	and that to	the best of my		
Signature of Preparer or Translator			Date (mn	n/dd/yyyy)			
Last Name (Family Name)	First Name (Given Name)				Middle Initial (if any)		
Address (Street Number and Name)	•	City or Town		State	ZIP Code		

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator			Date (mm	/dd/yyyy)	
Last Name (Family Name)	First I	irst Name <i>(Given Name)</i>			Middle Initial (if any)
Address (Street Number and Name)		City or Town		State	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

•					
Signature of Preparer or Translator			Date (mm	/dd/yyyy)	
Last Name (Family Name)	First I	Name (Given Name)			Middle Initial (if any)
Address (Street Number and Name)		City or Town		State	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator	Date (mn	n/dd/yyyy)			
Last Name (Family Name) First Name (Given Name)					Middle Initial (if any)
Address (Street Number and Name)		City or Town		State	ZIP Code

Form I-9 Edition 08/01/23 Page 3 of 4



Last Name (Family Name) from Section 1.

### Supplement B, **Reverification and Rehire (formerly Section 3)**

#### **Department of Homeland Security**

U.S. Citizenship and Immigration Services

First Name (Given Name) from Section 1.

**USCIS** Form I-9 Supplement B OMB No. 1615-0047

Page 4 of 4

Middle initial (if any) from Section 1.

Expires 07/31/2026

reverification, is rehired wi the employee's name in the completing this page. Kee	thin three years of the date e fields above. Use a new s	the original Form I-9 was section for each reverifica mployee's Form I-9 record	orm I-9. Only use this page in completed, or provides proc tion or rehire. Review the Fo I. Additional guidance can b	of of a legal name or orm I-9 instructions	hange. Enter	
Date of Rehire (if applicable)	New Name (if applicable)					
Date (mm/dd/yyyy)	Last Name (Family Name)		First Name (Given Name)		Middle Initial	
	ee requires reverification, you rization. Enter the document		present any acceptable List A o pelow.	or List C documenta	tion to show	
Document Title		Document Number (if any)		Expiration Date (if an	y) (mm/dd/yyyy)	
			yee is authorized to work in o be genuine and to relate to			
Name of Employer or Authorize	ed Representative	Signature of Employer or Aut	norized Representative	Today's Date	(mm/dd/yyyy)	
Additional Information (Initial and date each notation.)  Check here if you used an alternative procedure auth by DHS to examine documents.						
Date of Rehire (if applicable)	New Name (if applicable)					
Date (mm/dd/yyyy)	Last Name (Family Name)		First Name (Given Name)		Middle Initial	
	ee requires reverification, you rization. Enter the document		present any acceptable List A o pelow.	or List C documenta	tion to show	
Document Title		Document Number (if any)		Expiration Date (if any) (mm/dd/yyyy)		
			yee is authorized to work in o be genuine and to relate to			
Name of Employer or Authorized Representative		Signature of Employer or Autl	Today's Date (mm/dd/yyyy)			
Additional Information (Initi	al and date each notation.)				ou used an cedure authorized mine documents.	
Date of Rehire (if applicable)	New Name (if applicable)					
Date (mm/dd/yyyy)	Last Name (Family Name)		First Name (Given Name)		Middle Initial	
	ee requires reverification, you		present any acceptable List A opelow.	or List C documenta	tion to show	
Document Title Document Number (if any)			Expiration Date (if an	y) (mm/dd/yyyy)		
I attest, under penalty of employee presented docu	perjury, that to the best of r umentation, the documenta	my knowledge, this emplo tion I examined appears t	yee is authorized to work in o be genuine and to relate to	the United States, to the individual who	and if the presented it.	
Name of Employer or Authorized Representative  Signature of Employer or Authorized Representative			Today's Date (mm/dd/yyyy)			
Additional Information (Initi	al and date each notation.)				ou used an cedure authorized mine documents.	

# SPECIFICATIONS AND DRAWINGS CUMBERLAND COUNTY: CROWN COLISEUM HOSPITALITY & LOBBY RENOVATIONS TWC # 2877-L

SUBJECT: ADDENDUM NO. 3 MARCH 13, 2024

To the Plans and Specifications for:

Cumberland County: Crown Coliseum Hospitality & Lobby Renovations

To: PROSPECTIVE BIDDERS AND OTHER CONCERNED PARTIES

This ADDENDUM forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Bidders shall acknowledge receipt of the ADDENDUM in the space provided on the Bid Form. Failure to do so may subject the Bidder to Disqualification.

#### A. Questions

- 1. May we replace the tracks for the operable partition?
  - You may replace the tracks. All related work is the responsibility of the Contractor. Material and performance requirements of the Specification remain.

Bids will be received until 1:00 PM on Thursday, March 21, 2024.

FOR THE OWNER

THE WOOTEN COMPANY

BY:

Russell D. Pearlman, AIA

**END OF DOCUMENT** 

#### **ADVERTISEMENT**

#### INVITATION FOR PROPOSALS

#### **FOR**

#### CUMBERLAND COUNTY ENGINEERING & INFRASTRUCTURE DEPARTMENT

#### CROWN COLISEUM HOSPITALITY & LOBBY RENOVATION, FAYETTEVILLE, NORTH CAROLINA

## **Cumberland County North Carolina**

There will not be a Pre-Bid Conference for this project.

Pursuant to Section 143-131 of the General Statutes of North Carolina, informal bids are solicited and will be received in the office of the Cumberland County Engineering & Infrastructure Department, Room 214, in the Historic Courthouse located at 130 Gillespie Street, Fayetteville, North Carolina at any time before <u>1:00 PM</u> on <u>March 28, 2024</u>, and then publicly opened in the office of the Cumberland County Engineering & Infrastructure Department in the Historic Courthouse and read for construction of the proposed:

Proposals must be enclosed in a sealed envelope addressed to Mr. Jermaine M. Walker, Director of Engineering and Infrastructure, 130 Gillespie Street, Room 214, Fayetteville, NC 28301. The outside of the envelope must be marked "PROPOSAL FOR CROWN COLISEUM HOSPITALITY & LOBBY RENOVATION" and shall indicate the name, address, telephone number and state license number of the bidder. Proposals must be submitted on the printed form, or exact copies thereof, contained in the Contract Documents.

A Bid Bond is required for this project. Performance and Payment Bonds are required.

All Contractors are notified that North Carolina Statutory provisions as to licensing for Contractors will be observed in receiving, reading, and awarding of contracts.

Plans and Specifications, including Contract Documents, are open to public inspection at the Cumberland County Engineering & Infrastructure Department Office, 130 Gillespie Street, Fayetteville, NC. Digital Plans and Specifications, including Contract Documents available upon request from the Wooten Company, Katrina Perry (kperry@thewootencompany.com).

The County reserves the right to reject any or all proposals. The bidder to whom the contract may be awarded must comply with the requirements of G.S. Section 143-131, as amended.

No bids may be withdrawn after the scheduled closing time for the receipt of proposals for a period of forty-five (45) days.



#### ENGINEERING AND INFRASTRUCTURE DEPARTMENT

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND

**INFRASTRUCTURE** 

**DATE:** 6/5/2024

SUBJECT: CONSIDERATION OF BID AWARD FOR CROWN COLISEUM PARKING LOT IMPROVEMENTS

#### **BACKGROUND**

On April 25, 2024, the Engineering & Infrastructure Department solicited formal bids to repair parking areas 1, 1A and 4 at the Crown Coliseum Complex. The scope of work includes milling, paving, re-striping, striping on new pavement and creation of new ADA pathways in Areas 1 and 4.

The bids closed on May 9, 2024, with Highland Paving Company, LLC, submitting the lowest responsive responsible bid of \$1,034,491.10. This includes Alternates 1 and 2 which consist of additional paving near the Crown Theater and seal coating existing pavement.

This project was funded as a FY22 Crown CIP project in the amount of \$462,000 and there is \$456,615 currently available. Available funding has been identified from the Maintenance Repair Other line used to fund ADA improvements to cover the additional funding needed for this project.

Due to the need to schedule this project based on the Crown Complex operating schedule over the coming months, the Board of Commissioners is also asked to authorize the County Manager to execute a contract with Highland Paving Company pending signatures for preaudit and legal sufficiency.

#### RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of Commissioners accept Highland Paving Company, LLC, as the lowest responsive, responsible bidder and delegate contract signature authority to the County Manager once the contract completes preaudit and legal sufficiency review.

#### **ATTACHMENTS:**

Description	Type
Project Solicitation	Backup Material
Project Bid Tab	Backup Material
Parking Lot Drawings	Backup Material
Addendum 1	Backup Material
Addendum 2	Backup Material
Addendum 3	Backup Material
Bid Alternates 1 and 2	Backup Material

#### **SPECIFICATIONS**

For

### CUMBERLAND COUNTY ENGINEERING & INFRASTRUCTURE DEPARTMENT

## CROWN COLISEUM PARKING LOT IMPROVEMENT PROJECT



CUMBERLAND COUNTY NORTH CAROLINA

#### CUMBERLAND COUNTY NORTH CAROLINA

## ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, PROPOSAL, SPECIFICATIONS, CONTRACT, BOND, APPROVAL, Etc.

#### **FOR**

#### CUMBERLAND COUNTY ENGINEERING & INFRASTRUCTURE DEPARTMENT

## CROWN COLISEUM PARKING LOT IMPROVEMENT PROJECT, FAYETTEVILLE, NORTH CAROLINA

April 25, 2024

#### **CUMBERLAND COUNTY COMMISSIONERS**

Glenn B. Adams Chairman
Dr. Toni Stewart Vice Chairwoman
Michael C. Boose
Dr. Jeanette M. Council
W. Marshal Faircloth
Veronica B. Jones
Jimmy Keefe

Prepared by: Cumberland County Engineering & Infrastructure Department

#### **CONTENTS**

Invitation / Instructions to Bidders	
General Conditions of the Contract for Construction	2
Supplementary General Conditions	3
DIVISION 1 - GENERAL REQUIREMENTS	
01110 - Summary of Work	8
01140 - Work Restrictions	
01330 - Submittal Procedure	8

#### APPENDED FORMS

Form of Bid Proposal Form of Contract Notice to Proceed

#### **ADVERTISEMENT**

#### **INVITATION FOR PROPOSALS**

#### **FOR**

## CUMBERLAND COUNTY ENGINEERING & INFRASTRUCTURE DEPARTMENT

## CROWN COLISEUM PARKING LOT IMPROVEMENT PROJECT, FAYETTEVILLE, NORTH CAROLINA

#### **Cumberland County North Carolina**

A pre-bid conference will be held at <u>10:00 AM</u> on <u>May 2, 2024</u>, at the project site- Crown Coliseum, 1960 Coliseum Drive, Fayetteville, North Carolina.

Pursuant to Section 143-131 of the General Statutes of North Carolina, formal bids are solicited and will be received in the office of the Cumberland County Engineering & Infrastructure Department, Room 214, in the Historic Courthouse located at 130 Gillespie Street, Fayetteville, North Carolina at any time before **2:00 PM** on **May 9, 2024**, and then publicly opened in the office of the Cumberland County Engineering & Infrastructure Department in the Historic Courthouse and read for construction of the proposed:

#### CROWN COLISEUM PARKING LOT IMPROVEMENT PROJECT

Proposals must be enclosed in a sealed envelope addressed to Mr. Jermaine Walker, Engineering and Infrastructure Director, 130 Gillespie Street, Room 214, Fayetteville, NC 28301. The outside of the envelope must be marked "PROPOSAL FOR CROWN COLISEUM PARKING LOT IMPROVEMENT PROJECT" and shall indicate the name, address, telephone number and state license number of the bidder. Proposals must be submitted on the printed form, or exact copies thereof, contained in the Contract Documents.

Bidder shall identify on the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts or an affidavit indicating work under Contract will be self-performed, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f). Failure to comply with these requirements is grounds for rejection of the bid.

A Bid Bond is required for this project.

Performance and Payment Bonds are required.

All Contractors are notified that North Carolina Statutory provisions as to licensing for Contractors will be observed in receiving, reading and awarding of contracts.

Plans and specifications, including Contract Documents, are open to public inspection and available upon request at the Cumberland County Engineering & Infrastructure Department Office, 130 Gillespie Street, Fayetteville, NC.

The County reserves the right to reject any or all proposals. The bidder to whom the contract may be awarded must comply with the requirements of G.S. Section 143-131, as amended.

No bids may be withdrawn after the scheduled closing time for the receipt of proposals for a period of forty-five (45) days.

#### **GENERAL CONDITIONS**

#### General:

- A. The "General Conditions" referred to in this and the following section of the specifications is EJCDC "Standard General Conditions of the Construction Contract", EJCDC No. C-700 (2013 Edition) and SHALL BE considered Section II of this specification by reference.
  - a. A copy of the "General Conditions" may be examined in the office of the Cumberland County Engineering & Infrastructure Department.
- B. Wherein the Supplementary Conditions are in conflict with the "General Conditions" (EJCDC No. C-700 (2013 Edition), the Provisions of the Supplementary Conditions SHALL govern.
- C. All work is to be performed by Contractors licensed in their respective fields of competence.

#### SUPPLEMENTARY GENERAL CONDITIONS

#### **GENERAL**

The following Supplements modify, change, delete from or add to the "General Conditions of the Contract of Construction". Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

#### **DEFINITIONS:**

A. "Owner" or "County" Cumberland County, North Carolina

B. "Engineer" Cumberland County Engineering & Infrastructure Department

C. "Drawings" All drawings, or reproductions of drawings pertaining to the

construction under the Contract.

D. "Work" or "Project" The work shown on the drawings and specified herein.

#### CONTRACT COMPLETION TIME AND LIQUIDATED DAMAGES:

The time for completion of the work including clean-up, under this contract shall be  $\underline{120}$  calendar days from the date specified in a written "Notice to Proceed" to the Contractor(s). Liquidated damages in the amount of  $\underline{\$1,000.00}$  per day for each day in excess of the time allowed will be deducted from the contract amount to be paid to the Contractor(s).

See General Conditions of the Contract, Article 12, regarding construction schedules, delays and extensions of time.

#### NORTH CAROLINA SALES TAX:

The following procedure shall be followed relative to the North Carolina Sales Tax applicable to this project. Contractors shall comply fully with the requirements outlined hereinafter, in order that the County may recover the amount of the tax permitted under the law.

- (a) It shall be the Contractor's responsibility to furnish the County documentary evidence showing the materials used and sales tax paid by the Contractor and each of his subcontractors. Such evidence shall be transmitted to the County together with the Contractor's monthly payment request on the form provided by the County.
- (b) The documentary evidence shall consist of a certified statement, by the Contractor and each of his subcontractors individually showing total purchases of materials from each separate vendor, total sales taxes paid to each vendor, and the county to which the local sales tax was paid. The certified statement must show the invoice number, or numbers, covered and inclusive dates of such invoices.
- (c) Materials used from Contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
- (d) The Contractor shall not be required to certify the subcontractor's statements.
- (e) The documentary evidence to be furnished to the County eligible for sales tax refunds covers sales taxes paid on building materials, supplies, fixtures and equipment which become a part of or annex to buildings or structures being erected, altered or repaired under contracts with governmental units.

(f) The Contractor to whom award is made on this project will be required to follow the procedure outlined above. Failure to comply with these requirements will result in delays in payment to the Contractor.

#### PLANS AND SPECIFICATIONS:

The Engineer will furnish to the Contractor two (2) copies of the Plans and Specifications, and the Contractor shall have available on the site at all times during the prosecution of the work one copy of said Plans and Specifications. This copy shall be accurately marked by the Contractor indicating all approved changes occurring during the construction process and delivered to the Engineer upon completion of the project.

#### MANUFACTURER'S RECOMMENDATIONS AND CERTIFICATION:

The Contractor shall submit to the Engineer for approval a list of proposed materials, equipment, or products to be incorporated in the work, within (10) days after award of the Contract.

The Contractor shall submit to the Engineer, the manufacturer's recommendations for each material or procedure to be utilized which is required to be in compliance with such recommendations. The Contractor shall have a copy of the manufacturer's instructions available at the construction site at all times and shall follow these instructions unless otherwise directed by the Engineer.

The Contractor shall be responsible at his own expense to provide certification to the Engineer by the manufacturer that all materials used for this project meet project specifications and are in compliance with referenced American Society for Testing Materials (ASTM). Materials or material suppliers shall not be changed after submittal or certifications without written approval by the Engineer. Any changes and re-certification cost shall be at the Contractor's expense and approval.

#### **CONTRACTORS INSURANCE:**

The Contractor shall not commence work under this Contract until he has obtained all insurance required under Article 5 of the "General Conditions" and submitted to the Owner in the form of a Certificate of Liability Insurance naming the *County of Cumberland, P.O. Box 1829, Fayetteville, NC 28302* as the certificate holder, and such insurance has been approved by the Owner; nor shall the Contractor allow any subcontractor to commence work until such insurance has been obtained and approved. If a subcontractor does not take out insurance in his own name and his principle Contractor wishes to provide insurance protection for such subcontractor and such subcontractor's employees, a rider must be attached to the principal policy, the Contractor must take out appropriate policies in the name of the subcontractor.

Minimum acceptable coverage's are as follows:

Workers CompensationStatutory

General Liability \$1,000,000

Vehicle Bodily Injury \$300,000 per Occurrence

\$500,000 Annual Aggregate

Property Damage \$500,000 Annual Aggregate

The Contractor and/or subcontractors shall furnish and keep in force the insurance requirements for a period of one (1) year after completion and acceptance of the work by the Owner. The certificate is to make reference to the project and the Owner.

#### FIELD DIRECTIVES FROM THE ENGINEER:

The Contractor shall communicate with and take field directives only from the Engineer or his representative. Any and all changes in the work are to be accomplished only by written change order or written field orders which can be issued only by the Engineer or his representative. No claims for monetary or other considerations will be allowed that are based on verbal agreements only or that are based on Contractor agreements with any agent other than the Engineer or his representative.

#### FORCE ACCOUNT WORK:

Should unforeseen circumstances arise which, in the opinion of the Engineer, require work to be done for which no price can be agreed upon, the Engineer may require that the work be done on a force account basis. Work done on this basis shall be paid as follows:

- a. Skilled and common labor at the regular rate of pay for such men. Pay for the foreman may be included provided in the judgment of the Engineer, a foreman is required.
- b. To the foregoing shall be added such social security and old age benefit payments made by the Contractor.
- c. Materials used, to be listed with invoices.
- d. Equipment used shall be paid for at an hourly rate schedule mutually agreed upon, but in no case shall it exceed the hourly rate schedule established for such units by the Associated General Contractors.

To the sum of a, b, c, and d shall be added ten percent (10%) for overhead and profit.

When force account work has been authorized, such authority shall be in writing.

#### LOCAL LAWS AND REGULATIONS:

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. The Contractor will be responsible for notifying proper inspectors at various stages of construction for inspection and approval before continuing his work.

#### PERMITS AND LICENSES:

The Contractor shall procure and pay all charges and fees for all permits and licenses incidental to the due and lawful prosecution of the work.

#### CONSTRUCTION TRASH & DEBRIS REMOVAL:

During construction of the Project, the Contractor shall be responsible for the removal of any trash or debris created by his work to an approved disposal site. The site will be maintained in a clean condition at all times. Trash and debris from daily operations are to be stored in appropriate storage containers or trucks until removal to the disposal facility.

#### PAYMENTS:

Payments shall be made on a basis of 95% of monthly estimated cost of labor and materials, including freight or hauling on receipted bills until the work is 50% complete. Upon completion of 50% of the work, no additional retainage shall be held provided the work is progressing satisfactorily. If the Contractor fails to maintain the work on schedule, the Owner has the right to reinstate retainage such that the total amount withheld does not exceed 2.5% of the total contract amount. The contract payment shall be due and payable within fifteen (15) days after the Contractor's invoice has been certified for payment by the Engineer, the balance to be paid upon completion and acceptance of the job. Final payment shall be made to the Contractor within thirty (30) days after all work has been finally completed and each and every provision of the specifications and accompanying drawings comply with to the Owner's or Engineer's satisfaction. Acceptance of the completed job shall be made by the Owner or his representative and the Engineer not later than the 25th of the month following in order to receive consideration.

#### **DISPUTE RESOLUTION:**

The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Contract which involves \$15,000 or more through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, licensed by either North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot agree on the selection of a mediator within 10 business days, then the parties agree that the Cumberland County Attorney shall select the mediator. The mediators cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

In accordance with North Carolina General Statute 143-135.26(12) and as a condition to this Contract, the prime CONTRACTOR shall incorporate this dispute resolution clause in any and all contracts with first-tier subcontractors who in turn shall incorporate this clause in any contracts with lower-tier subcontractors.

#### **WARRANTY**

The CONTRACTOR shall provide a 12-month warranty on all materials and workmanship beginning on the date of final acceptance.

#### **DIVISION ONE - GENERAL REQUIREMENTS**

#### SECTION 01110 - SUMMARY OF WORK

Parking Lot Area 1A

The work to be performed under this project consists of providing all labor, equipment, and materials necessary for the demolition and removal, and the re-construction of the existing parking lot for the Crown Coliseum Parking Lot Improvements at 1960 Coliseum Drive, Fayetteville, North Carolina.

All work will be performed in accordance with 2018 NCDOT Standard Specifications.

#### Parking Lot Area 4

The work to be performed under this project consists of providing all labor, equipment, and materials necessary for the demolition and removal, and the re-construction of the existing parking lot for the Crown Coliseum Parking Lot Improvements at 1960 Coliseum Drive, Fayetteville, North Carolina.

All work will be performed in accordance with 2018 NCDOT Standard Specifications.

#### SECTION 01140 - WORK RESTRICTIONS

All work may be performed during normal working hours 8:00am to 5:00pm Monday through Saturday, unless noted otherwise. Due to potential conflicts with events, the contractor may not be permitted to work. The contract time will be adjusted to coordinate these activities with the Crown Coliseum Complex Management team and Cumberland County Engineering & Infrastructure staff.

#### SECTION 01330 - SUBMITTAL PROCEDURE

The Contractor shall, within 20 days after the Notice to Proceed has been issued by the Owner, provide submittals to the Engineer prior to acquiring the materials for this project. The Submittal SHALL include all pertinent information about the product, including but not limited to:

- Product Data
- Samples of the Materials
- Manufacturer's Instructions for Application or Installation

#### **DIVISION TWO - SITE WORK**

#### 02070 SELECTIVE DEMOLITION

#### **GENERAL**

The work covered by this Section consist of providing all equipment and labor to demolish and remove from the site those items indicated on the plans including but not limited to existing parking blocks, existing asphalt, and base material in areas to be patched, base area in new pavement area, removal of signs, poles, and any unforeseen demolition.

#### **MATERIALS**

None

#### **EXECUTION**

Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work of this Section.

#### **METHOD OF PAYMENT**

Selective Demolition shall be paid as a lump sum.

#### **DIVISION TWO - SITE WORK**

#### 02502 PAVING AND SURFACING

#### **GENERAL**

Unless otherwise noted, all materials, installation methods, testing frequency and workmanship shall be in complete accordance with the NCDOT 2018 Revised Standard Specification for Roads and Structures or the latest revision thereof.

The intent and purpose of these Specifications is to require a complete and satisfactory installation in every respect and any defect or deficiency shall be corrected as directed by the Engineering Infrastructure Department at no expense to the Owner.

#### **MATERIALS**

The following materials shall be in strict accordance with the NCDOT Standard Specifications for Roads and Structures referenced section:

Aggregate Base Course (ABC) Asphalt Concrete Surface Course, Type SF-9.5A

#### AGGREGATE BASE COURSE

The aggregate material shall be spread on the subgrade with a mechanical spreader capable of placing the material to a uniform loose depth and without segregation. The base material shall be spread and compacted in one layer if the compacted thickness is 8 inches or less and two (2) equal layers where the thickness exceeds 8 inches. No base material shall be placed on frozen subgrade or base. The Contractor shall utilize methods of hauling, handling, and placing which will minimize segregation and contamination. The aggregate base course shall be compacted to at least 100 percent of the minimum density as determined by the modified proctor, ASTM D-1557.

#### ASPHALT CONCRETE SURFACE COURSE (TYPE SF-9.5A)

The bituminous concrete surface course shall be Type SF-9.5A, placed with a minimum compacted thickness of 2 inches for overlay of parking lot and 4 inches for new asphalt area.

Before placing mixture against curbs walks, concrete foundations and drain inlets, paint with a thin coat of asphaltic cement. Surface course shall be placed at temperatures between 235°F and 375°F, and shall be spread by means of an approved mechanical spreader in widths not less than 10 feet. Weather and temperature limitation for producing and placing bituminous mixtures as outlined in Section 610-4 shall be applicable and strictly enforced.

Placing shall be continuous with roller following spreader. Rolling shall proceed continuously at a rate of not more than 200 square yards per hour and shall continue until all roller marks are eliminated and no further compaction is possible. Compaction shall be achieved using two (20 steel wheel rollers and a pneumatic tired roller. Initial rolling shall be accomplished using an 8-10 ton steel wheel roller. Intermediate rolling shall be accomplished using a pneumatic tired roller. Finish rolling shall be accomplished using an additional steel wheel roller. Contractor shall provide a first-class pavement. Exposed aggregate, raked, poor joint continuity, etc., will be cause for removal and replacement of pavement at Contractor's expense. Gator seal and other pavement fixes will not be allowed.

Finished surface shall be smooth and true to established grades. Places not accessible to roller shall be thoroughly compacted with hand or mechanical tampers to equivalent compaction. Tests for quality and thickness will be performed by a certified testing laboratory at the expense and option of the Owner.

No asphalt shall be placed when the temperature is 50°F or less and falling. Contractor shall provide daily trip tickets to verify asphalt quantities.

#### **SEAL COAT**

- A. Refined Coal Tar Emulsion: A refined coal tar emulsion prepared from a high temperature refined coal tar conforming to the requirements of ASTM specification D490 for RT12. The use of oil and water gas tar is not allowed. Base refined coal tar emulsion must conform to all requirements of Federal Specification RP-355.
- B. Aggregate: Use washed dry silica sand or boiler slag free of dust, trash, clay, organic materials, or other contaminants. It is recommended that this aggregate meet the gradation in Table 1, when tested in accordance with ASTM C136.

#### STRIPING AND PAVEMENT MARKINGS

Stripe parking lot and install pavement markings as shown on the plans. Pavement marking paint shall be applied at a minimum wet thickness of 15 mils.

#### MEASUREMENT AND PAYMENT

Labor and materials used in the work of this section shall be paid for at the unit prices indicated in the Bid Form. Estimated quantities shown on the Bid Form are provided for bid purposes. Payment shall be based on actual quantities installed subject to **No Overage Allowed** where indicated.

#### **PROPOSAL**

## TO CUMBERLAND COUNTY NORTH CAROLINA

The undersigned hereby signifies that it is _	
(his or he	r)

intention and purpose to enter into a contract to furnish labor, materials, equipment, apparatus, etc., as required and to do all the work necessary for

#### CUMBERLAND COUNTY CROWN COLISEUM PARKING LOT IMPROVEMENT PROJECT

as described in the specifications and shown on the plans in accordance with the terms of the Advertisement, Instructions to Bidders, the foregoing Specifications, and the following form of Contract, and this Proposal and the Plans; and pursuant with the requirements of the Advertisement and Instructions to bidders which are as follows:

THAT: The undersigned carefully examined the Instructions to Bidders, the Specifications, Plans, this form of Proposal, and the Contract and Fully understands them.

THAT: The undersigned carefully examined the site or sites of the project or projects and is familiar with the conditions under which the work, or any part of it, is to be done and the conditions which must be fulfilled in furnishing and/or erection or construction of any or all items of the project, and the furnishing only of any materials, equipment, or apparatus specified in connection therewith.

THAT: The undersigned will provide all necessary tools, machinery apparatus, and all means necessary to complete such Contract as may be entered into, and in the manner prescribed in the Contract and Specifications and according to the Plans and requirements under the of the Engineer, in the first-class manner.

THAT: The right of Cumberland County and the recommendations of the Engineer are not to be questioned in the award of the Contract.

THAT: It is the intention of Cumberland County, North Carolina, subject to the conditions set forth, to award contracts for the project on the basis of bids received at this letting and in such manner as they may decide as being in the best interests of the County.

THAT: The County reserves the right to reject any of all proposals.

THAT: A proposal made by a corporation must be signed by its proper officers in a legal manner and its official address stated herein.

THAT: A proposal made by a firm shall be signed with the name of each member of said firm and the firm name added, with the official address of said firm.

THAT: The undersigned will complete such contract as is hereby proposed to enter into within the time stated in the notice to proceed and stipulated in the Contract.

THAT:	The Bidder	acknowledges	receipt of th	e following A	Addendum:

THAT: The quantities given below are estimates only and the Contractor should satisfy himself as to the actual quantities required to complete the work. The Contractor agrees to furnish all materials, labor, and equipment and to install complete in place the work in accordance with the Plans and Specifications for the lump sum of:

#### **PARKING LOT AREA 1A**

Description	Quantity	Unit	Unit Cost	Total
Mobilization, Insurance, etc.	1	LS		
Erosion Control	1	LS		
Mill 2" of existing asphalt & selective demolition	24,746	SY		
Surface Course 2" S9.5B	2691	Tons		
Striping Pavement markings & miscellaneous	1	LS		
work				
			Subtotal	

#### **PARKING LOT AREA 4**

Description	Quantity	Unit	Unit Cost	Total
Mobilization, Insurance, etc.	1	LS		
Erosion Control	1	LS		
Mill 2" of existing asphalt & selective demolition	45,127	SY		
Surface Course 2" S9.5B	4,908	Tons		
Sawcut asphalt	450	LF		
Stripping	212	SY		
Fine grading	212	SY		
Base Course (ABC Stone)	10	Tons		
Handicap signs	5	EA		
Striping pavement markings & miscellaneous	1	LS		
work				
			Subtotal	

TOTAL BASE BID AMOUNT				
	<b>Quantity</b>	<u>Unit</u>		
ALTERNATE 1 Additional area to be paved	1	LS		
ALTERNATE 2 Seal coat existing drive	1	LS		
TOTAL BASE BID + ALTERNATE 1+ ALTERNA	ATE 2		Total	

Submitted, this day of	,[Year] .		
		CONTRACTOR	
Ву	<b>/:</b>		
2,		ure of Person, Firm or Corporation	making Bid)
(Seal - If Bid is by a Corporation)	Title: Address:		
Attest:License No			
Phone:			
		ON PROPER SIGNING	
NOTE: If Contractor is an individual, sign	on first line on	ly and designate trade name below	first line, thus:
	-	John Jones	(Seal)
Trading as [Type Company Name Here]			
If Contractor is a partnership, sign partners second line, and put his designation as partnership.	_	e, thus:	
		JONES PAVING COMPAN	Y_(Seal)
		By: John Jones	(Seal)
	,	Fitle: General Contractor	
If Contractor is a corporation, sign corporate the President or Vice-President sign on second on the left "ATTEST" line (adding the word and imprint corporate seal above the word "	ond line, put hi d "Assistant bo	s title on third line, have the Secreta	ry or Assistant Secretary sign
	-	JONES PAVING COMPANY	_(Seal)
(Corporate Seal)	-	John Jones	(Seal)
	Title:	General Contractor	_
ATTEST:			
Thomas Jones			
Assistant Secretary			

#### **CONTRACT**

•	politic	and a	a su	bdivision	of	the State	of Nort	h Carolina,	hereinat	fter r	referred to	as COUN	TY, and
	WITNESSETH:												
THA	г whi	EREAS,	, a	contract	for	<b>CUMBEI</b>	RLAND	COUNTY	CROW	N C	OLISEUM	PARKIN	G LOT
<u>IMPI</u>	ROVEM	IENT F	PRO.	<b>JECT</b> has		•		CONTRAC s shown in th	•				n of:

AND WHEREAS, it is provided in said award that a formal contract would be executed by and between CONTRACTOR and the COUNTY, evidencing the terms of said award, and that CONTRACTOR would commence the work to be performed under this agreement on a date to be specified in a written order by the COUNTY, and would fully complete all work within **120 calendar days** from the date the Notice to Proceed is issued.

NOW, THEREFORE, CONTRACTOR doth hereby covenant and agree with the COUNTY that it will well and faithfully perform and execute such work and furnish such labor, materials, equipment, apparatus, and supplies, in accordance with each and every one of the conditions, covenants, stipulations, terms, and provisions contained in said Specifications and in accordance with the Plans, at and for a sum named therefore in the Proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon it by said Plans and Specifications and the terms of said award.

CONTRACTOR shall promptly make payments to all persons supplying materials in the prosecution of the work, and to all laborers and others employed thereon.

CONTRACTOR shall be responsible for all damages to the property of Cumberland County and other utilities that may be consequent upon the normal procedure of its work or that may be caused by or result from the negligence of the CONTRACTOR, its employees or agents, during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. CONTRACTOR must restore all property so injured to a condition as good as it was when CONTRACTOR entered upon the work.

CONTRACTOR shall furthermore be responsible for and required to make good at its expense any and all damages of whatever nature to persons or property, arising during the period of the Contract, caused by carelessness, neglect, or want of due precaution on the part of the CONTRACTOR, its agents, employees or workmen. CONTRACTOR shall also indemnify and save harmless the COUNTY, and the officers and agents thereof from all claims, suits, and proceedings of every name and description which may be brought against the COUNTY, or the officers and agents thereof, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm or corporation, or by or in consequence of any materials used in said work or by or on account of any improper material or workmanship in its construction, or by or on account of any accident, or any other act or omission of CONTRACTOR, its agents, employees, servants, or workmen.

It is agreed and understood that the Advertisement for Bids, Instructions To Bidders, the General Conditions, the Specifications, the accepted Proposal, and the enumerated addenda and drawings are parts and parcels of this Contract, to the same extent as if incorporated herein in full.

It is further mutually agreed that, if at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the COUNTY shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, CONTRACTOR shall at its expense, within five days after the receipt of notice from the COUNTY so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the COUNTY. In such event no further payment to CONTRACTOR shall be deemed to be due under this agreement until new or additional security for the performance of the work shall be furnished in manner and form satisfactory to the COUNTY.

And the COUNTY doth hereby covenant and agree with CONTRACTOR that it will pay to CONTRACTOR, when due and payable under the terms of said Specifications and said award, the above mentioned sum, and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Specifications and the terms of said award.

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

IN TESTIMONY WHEREOF, CONTRACTOR and the COUNTY have duly signed and sealed this Contract. (Imprint corporate seal below this line)

ATTEST:	Ву:	
	Title:	
ATTEST:	For the Co	OUNTY OF CUMBERLAND COUNTY, NC
	By:	
		Glen Adams, Chairman
This instrument has been Pre-audited	in the manner	Approved for Legal Sufficiency
Required by the local Government Briscal Control Act.	udget and	COUNTY ATTORNEYS OFFICE
Control Financial Control	<u>.</u>	( ) Renewable ( ) Nonrenewable
County Finance Office		Expiration Date:

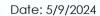
#### INSTRUCTIONS ON PROPER SIGNING

NOTE: If Contractor is an individual, sign on first line o	nly and designate trade name below	first line, thus:
		(Seal)
Trading as [Type Company Name Here]		
If Contractor is a partnership, sign partnership name or partner sign on second line, and put his designation as p		al (not limited)
		(Seal)
	Ву:	(Seal)
	Title:	
If Contractor is a corporation, sign corporate name or corporate seal); have the President or Vice-President sign Secretary or Assistant Secretary sign on the left "ATT word "Secretary", if the Assistant Secretary is signing), a thus:	n on second line, put his title on thin EST" line (adding the word "Assis	rd line, have the stant before the
		(Seal)
(Corporate Seal)		(Seal)
Title:		
ATTEST:		
Assistant Secretary		

#### NOTICE TO PROCEED

TO: <sub>[Ty</sub>	ype Company Name Here]	-		DATE: [Date	<u>el</u>				
[T	ype Company Name Here]	-							
[ <u>T</u>	ype Company Name Here]	-							
PROJE	ECT Description:								
You	are hereby notified to	commence	work in	accordance	with	the	Agreement	dated	
[Type]	Date], on or before [Type	e Date], and	you are t	o complete the	WORI	K witl	nin <u>[Days]</u> ca	ılenda	
days th	nereafter. The date of comp	oletion of all V	WORK is	therefore [Ty]	oe Date	<u>e]</u> .			
		COUNTY OF CUMBERLAND Owner							
		BY: Jermaine Walker							
		TITLE: Engineering & Infrastructure Director							
ACC	CEPTANCE OF NOTICE								
Rece	eipt of this NOTICE TO PR	ROCEED is h	ereby ack	nowledged.					
				CONTRACT	ΓOR		-		
		BY:					-		
		DATE:							

#### **BID TABULATION**

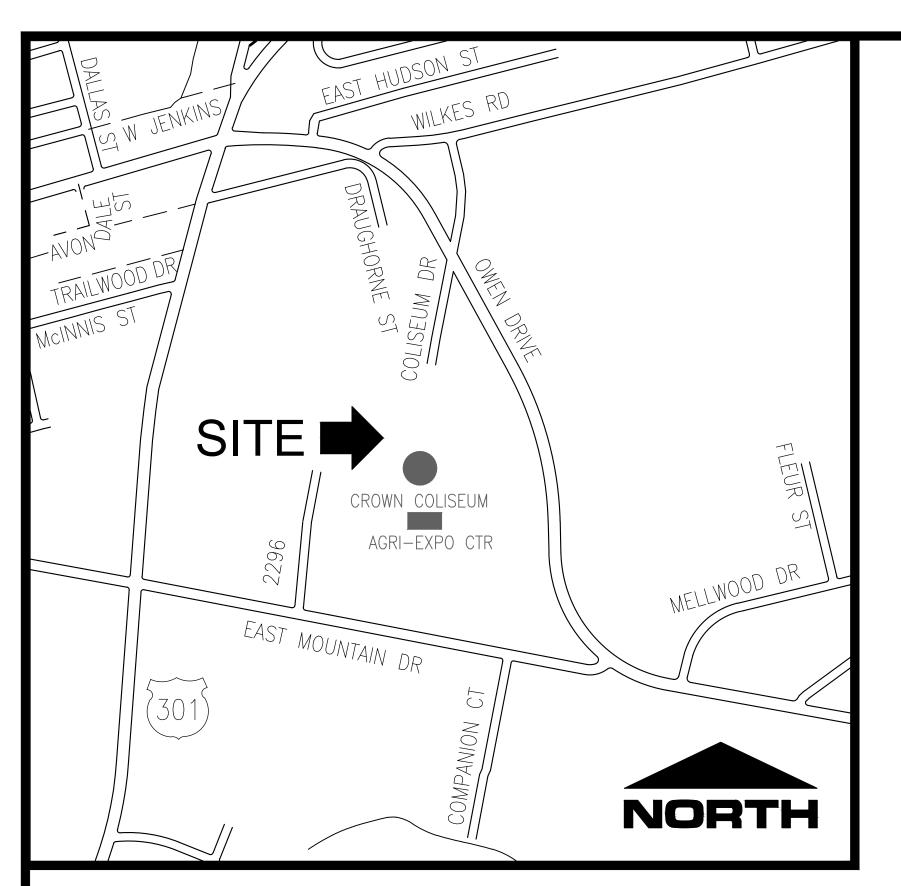




Sean O Underwood Cumberland County Engineering Department 130 Gillespie St, Fayetteville, NC 28301 910-678-7634

#### Crown Coliseum Parking Lot Improvement

Bidder	BID BOND	Total Base Bid	Alternate 1	Alternate 2	Total Base Bid + Alternate 1+ Alternate 2
HIGHLAND PAVING CO. LLC.		\$1,019,291.10		\$5,200	\$ 1,034,491.10
BARNHILL CONTRACTING COMPANY	V	\$1,259,21146	\$51,000	\$ 4,500	\$1,314,711,46
TURNER AZPHALT	V.	\$2,591,19870	\$ 56,118	\$ 9,234	\$ 2,656,55079
		,			



# CUMBERLAND COUNTY CROWN COLISEUM PARKING PHASEII SITE DEVELOPMENT PLANS

PEARCES MILL TOWNSHIP

CITY OF FAYETTEVILLE, NORTH CAROLINA

CUMBERLAND COUNTY

**VICINITY MAP** NOT TO SCALE

# **EXISTING UTILITY OWNER**

# WATER AND SEWER

PWC OF FAYETTEVILLE

955 Old Wilmington Road Fayetteville, North Carolina 28301 910-223-4370

Contact: Sam Powers, PE



C1.0 - EXISTING CONDITIONS

C2.0 - SITE PLAN

C3.0 - DETAILS



# **CIVIL ENGINEER**

4D SITE SOLUTIONS, INC.

409 Chicago Drive - Suite 112 Fayetteville, North Carolina 28306 910-426-6777

Contact: Scott Brown, PE email: sbrown@4dsitesolutions.com

# OWNER/DEVELOPER

130 Gillespie Street

Fayetteville, North Carolina 28301 910-678-7636

Contact: AJ Riddle, PE

# SURVEYOR

4D SITE SOLUTIONS, INC.

409 Chicago Drive - Suite 112 Fayetteville, North Carolina 28306 910-426-6777

Contact: Jimmy Holland, PLS email: jholland@4dsitesolutions.com







PROJECT NAME

**CROWN COLISEUM PARKING** PHASE II

TAX ID# 0436-20-0936 & 0436-29-5919 EAST MOUNTAIN DRIVE PEARCES MILL TOWNSHIP **CITY OF FAYETTEVILLE CUMBERLAND COUNTY** NORTH CAROLINA

**CUMBERLAND** COUNTY **ENGINEERING** 

130 Gillespie Street Fayetteville, North Carolina 28301 Phone: (910) 678-7636 Fax: (910) 678-7635

# PROJECT INFORMATION

DESIGNED BY:	CHRIS
DRAWN BY:	SEAN/CHRIS
CHECKED BY:	SCOTT
PROJECT NUMBER:	1451

DRAWING SCALE

**SEE SHEETS** 

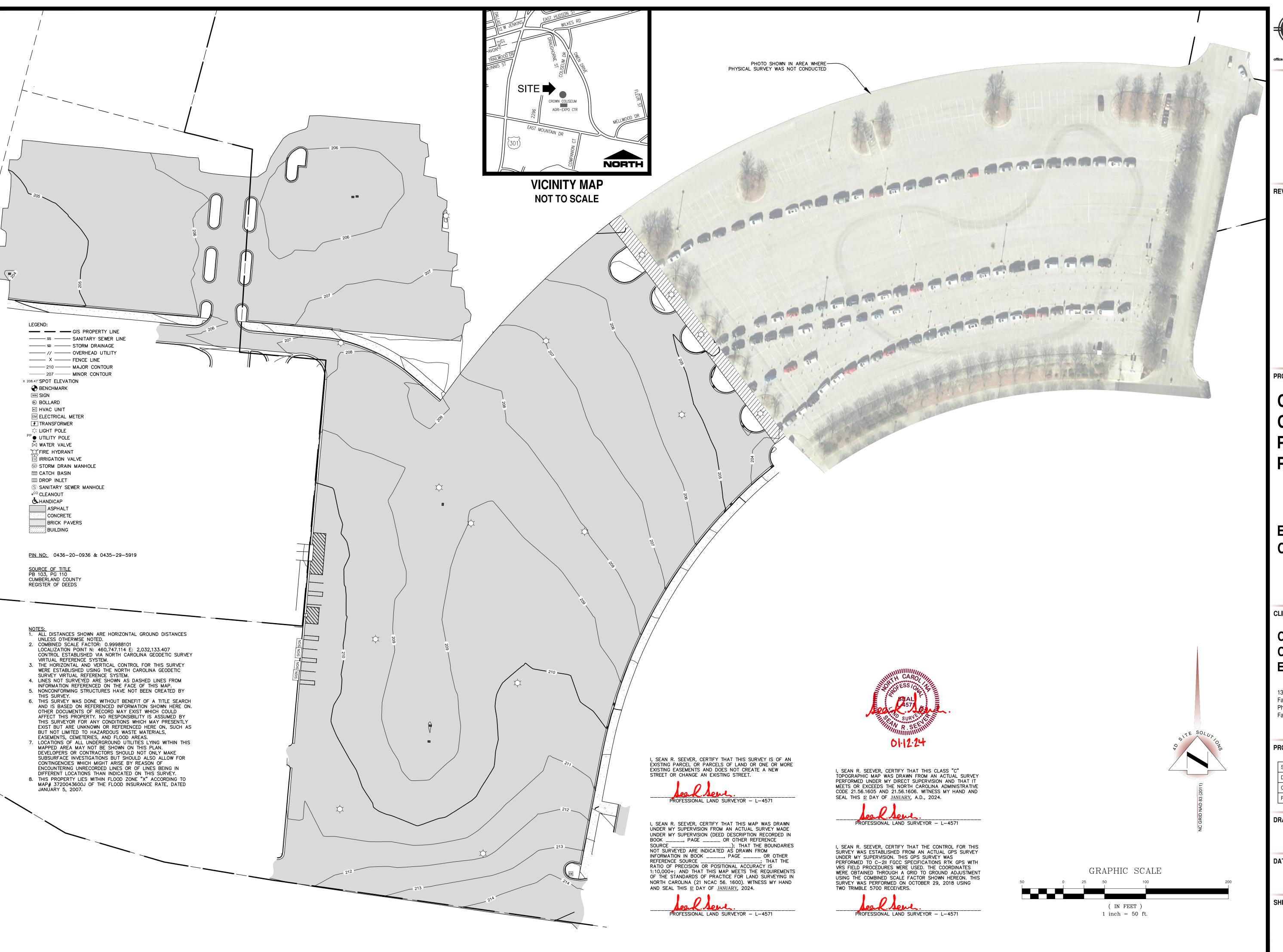
DATE RELEASED

JANUARY 12, 2024

CUMBERLAND COUNTY ENGINEERING

email: ariddle@co.cumberland.nc.us

THE CONTRACTOR MUST CONTACT NORTH CAROLINA ONE CALL CENTER AT 1-800-632-4949 A MINIMUM OF 72 HOURS PRIOR TO DIGGING IN ORDER TO HAVE THE EXISTING UTILITIES LOCATED







REVISIONS

PROJECT NAME

CROWN
COLISEUM
PARKING
PHASE II

EXISTING CONDITIONS

CLIENT

# CUMBERLAND COUNTY ENGINEERING

130 Gillespie Street Fayetteville, North Carolina 28301 Phone: (910) 678-7636 Fax: (910) 678-7635

# PROJECT INFORMATION

SURVEYED BY:	AL
DRAWN BY:	SEAN
CHECKED BY:	JIMMY
PROJECT NUMBER:	1451

DRAWING SCALE

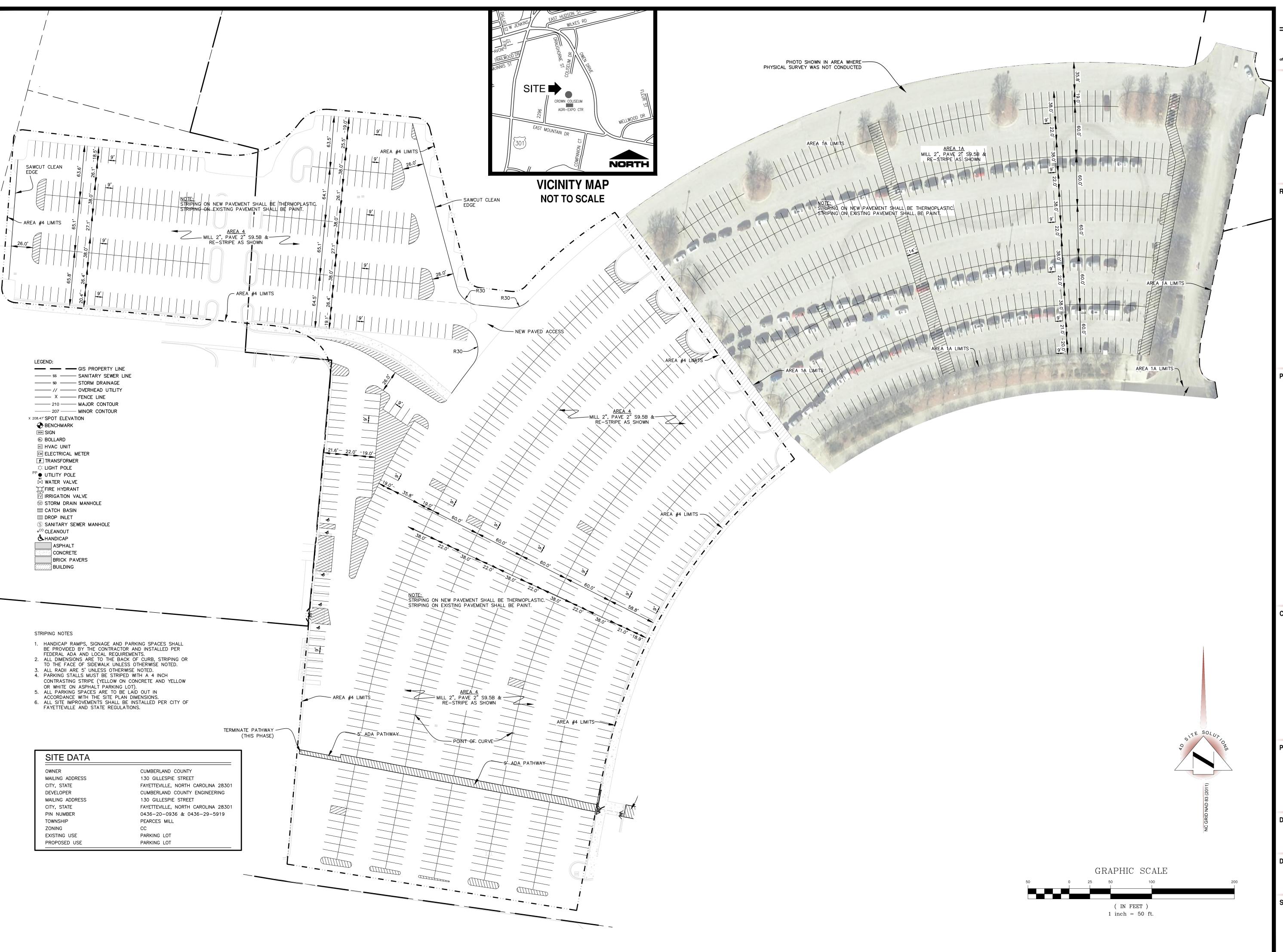
HORIZONTAL: 1"=50'

DATE SURVEYED

OCTOBER 29, 2018

SHEET NUMBER

C-10







REVISIONS

PROJECT NAME

CROWN
COLISEUM
PARKING
PHASE II

SITE PLAN

CLIENT

# CUMBERLAND COUNTY ENGINEERING

130 Gillespie Street Fayetteville, North Carolina 28301 Phone: (910) 678-7636 Fax: (910) 678-7635

# PROJECT INFORMATION

DESIGNED BY:	CHRIS
DRAWN BY:	SEAN/CHRIS
CHECKED BY:	SCOTT
PROJECT NUMBER:	1451

DRAWING SCALE

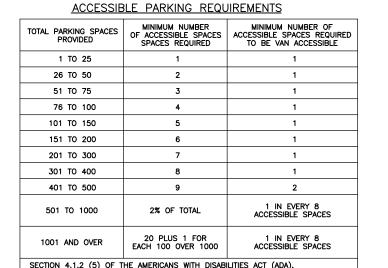
HORIZONTAL: 1"=50'

DATE RELEASED

JANUARY 12, 2024

SHEET NUMBER

C-2.0

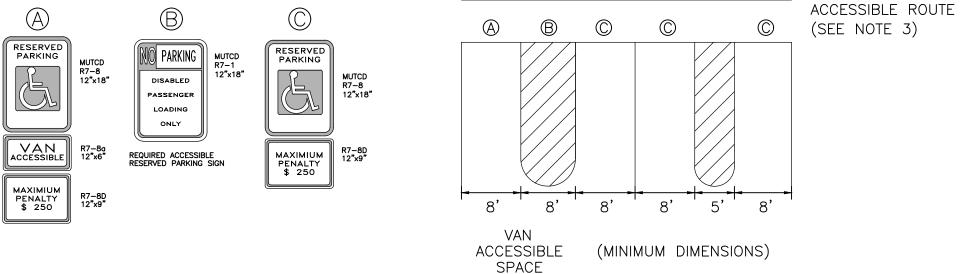


SECTION 4.1.2 (5) OF THE AMERICANS WITH DISABILITIES ACT (ADA). SEE 4.1.2.(5) (d) FOR MEDICAL CARE FACILITIES

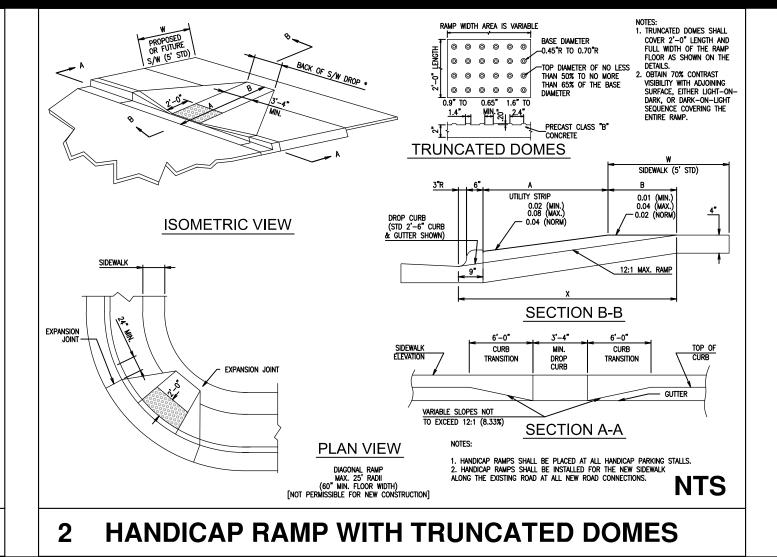
fertilizer.

- 2. REFER TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD)
  U.S. DEPARTMENT OF TRANSPORTATION AND NORTH CAROLINA
  DEPARTMENT OF TRANSPORTATION SUPPLEMENT.
- IF ACCESSIBLE ROUTE IS A RAISED SIDEWALK AREA, THEN RAMPS ARE REQUIRED AT LOADING ZONE AREA. 4. ALL DIMENSIONS, PAVEMENT MARKINGS AND SIGNAGE SHALL COMPLY WITH CURRENT ADA REQUIREMENTS.





ONE OUT OF EVERY EIGHT (8) ACCESSIBLE SPACES, BUT NOT LESS THAN ONE, IS REQUIRED TO BE VAN ACCESSIBLE. PARKING SPACE PAVEMENT MARKINGS







REVISIONS

**PROJECT NAME** 

**CROWN COLISEUM PARKING** PHASE II

**DETAILS** 

CLIENT

**CUMBERLAND** COUNTY **ENGINEERING** 

130 Gillespie Street Fayetteville, North Carolina 28301 Phone: (910) 678-7636 Fax: (910) 678-7635

# PROJECT INFORMATION

	DESIGNED BY:	CHRIS
	DRAWN BY:	SEAN/CHRIS
	CHECKED BY:	SCOTT
	PROJECT NUMBER:	1451
·		

NOT TO SCALE

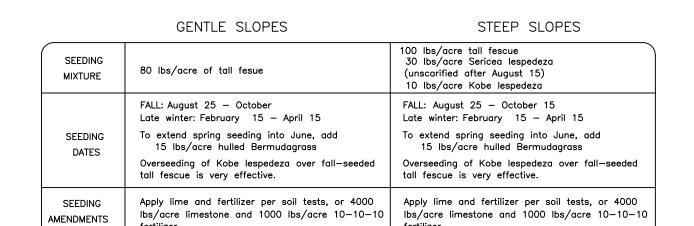
DRAWING SCALE

DATE RELEASED

JANUARY 12, 2024

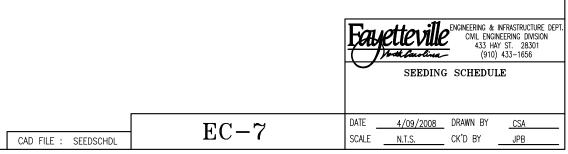
SHEET NUMBER

# HANDICAP SIGNAGE AND PAVEMENT MARKINGS



Ground Cover -- Protective cover must be established on all disturbed areas within 21 calendar days after land disturbing activity is completed or has temporarily ceased.

Graded slopes and fills——Protective cover must be established on all graded slopes and fills within 21 calendar days after a phase of grading is completed or has temporarily ceased.



fertilizer.

TEMPORARY SEEDING FOR WARM AND COOL SEASON

EARLY SUMMER SEASON STEEP SLOPES

SEEDING MIXTURE	40 lbs/acre of German millet 80 lbs/acre of tall fesue	120 lbs/acre Rye (grain) 80 lbs/acre tall fesue
	May 1 — August 15	October 25 — December 30
SEEDING DATES	Refertilize if growth is not fully adequate.	Between December 30 — February 15, add 50 lbs/acre of annual Kobe lespedeza.
5,,,,20	Apply 4000 lbs/acre straw or equivalent hydroseeding.	Apply 4000 lbs/acre straw or equivalent hydroseeding.
SEEDING AMENDMENTS	Apply lime and fertilizer per soil tests, or 2000 lbs/acre limestone and 750 lbs/acre 10-10-10 fertilizer.	Apply lime and fertilizer per soil tests, or 2000 lbs/acre limestone and 750 lbs/acre 10-10-10 fertilizer.

		Ęa	yetteville Work facilita	ENGINEERING & I CIVIL ENGIN 433 HA (910)	NFRASTRUCTURE DEP IEERING DIVISION 7 ST. 28301 433–1656
				SCHEDUL ASONAL)	Æ
	EC 0	DATE	4/09/2008	DRAWN BY	CSA
CAD FILE : SDSCHDLSEAS	EC-8	SCALE	N.T.S	CK'D BY	JPB



# **Engineering Department**

# CROWN COLISEUM PARKING LOT IMPROVEMENT ADDENDUM 01

The ADDENDUM forms a part of the CONTRACT DOCUMENTS and modifies the original specifications and drawings:

a. Replace page 13 with attached.

THAT: The quantities given below are estimates only and the Contractor should satisfy himself as to the actual quantities required to complete the work. The Contractor agrees to furnish all materials, labor, and equipment and to install complete in place the work in accordance with the Plans and Specifications for the lump sum of:

# PARKING LOT AREA 1A

Description	Quantity	Unit	Unit Cost	Total
Mobilization, Insurance, etc.	1	LS		
Erosion Control	1	LS		
Mill 2" of existing asphalt & selective demolition	24,746	SY		
Surface Course 2" S9.5B	2691	Tons		
Striping Pavement markings & miscellaneous work	1	LS		
		Subtotal		

# PARKING LOT AREA 4

Description	Quantity	Unit	Unit Cost	Total
Mobilization, Insurance, etc.	1	LS		
Erosion Control	1	LS		
Mill 2" of existing asphalt & selective demolition	45,127	SY		
Surface Course 2" S9.5B	4,908	Tons		
Sawcut asphalt	450	LF		
Stripping	212	SY		
Fine grading	212	SY		
Base Course (ABC Stone)	10	Tons		
Handicap signs	5	EA		
Striping pavement markings & miscellaneous	1	LS		
work				
		Subtotal		

TOTAL BASE BID AMOUNT					
	Quantity	<u>Unit</u>			
ALTERNATE 1 Additional area to be paved	1	LS			 
ALTERNATE 2 Seal coat existing drive	1	LS			 
TOTAL BASE BID + ALTERNATE 1+ ALTERN	ATE 2		Tota	1	



# **Engineering Department**

# **CROWN COLISEUM PARKING LOT IMPROVEMENT**

# ADDENDUM 02

The ADDENDUM forms a part of the CONTRACT DOCUMENTS and modifies the original specifications and drawings:

Added drawing of alternate 1 and alternate 2 for clarification of these areas as indicated on existing quantities sheet.



# **Engineering Department**

# **CROWN COLISEUM PARKING LOT IMPROVEMENT**

## **ADDENDUM 03**

The ADDENDUM forms a part of the CONTRACT DOCUMENTS and modifies the original specifications and drawings:

- a. Replace quantities sheet with attached.
  - Added walkway totals for milling and surface course.
  - Adjusted ABC tonnage for new paved access.
  - Added tonnage for surface course for new paved access.
- b. Asphalt core sample results provided for informational purposes to bidders.

THAT: The quantities given below are estimates only and the Contractor should satisfy himself as to the actual quantities required to complete the work. The Contractor agrees to furnish all materials, labor, and equipment and to install complete in place the work in accordance with the Plans and Specifications for the lump sum of:

# **PARKING LOT AREA 1A**

Description	Quantity	Unit	Unit Cost	Total
Mobilization, Insurance, etc.	1	LS		
Erosion Control	1	LS		
Mill 2" of existing asphalt & selective demolition	24,746	SY		
Surface Course 2" S9.5B	2691	Tons		
Striping Pavement markings & miscellaneous work	1	LS		
			Subtotal	

Mill 2" existing asphalt & selective demolition (walkway) between Area 1A and Area 4	618	SY		
Surface Course 2" S9.5B	12	Tons		
			Subtotal	

# PARKING LOT AREA 4

Description	Quantity	Unit	Unit Cost	Total
Mobilization, Insurance, etc.	1	LS		
Erosion Control	1	LS		
Mill 2" of existing asphalt & selective demolition	45,127	SY		
Surface Course 2" S9.5B	4,908	Tons		
Sawcut asphalt	450	LF		
Stripping	212	SY		
Fine grading	212	SY		
Place and Compact ABC, 8"	85	Tons		
Surface Course 4" S9.5B (new paved access)	46	Tons		
Handicap signs	5	EA		
Striping pavement markings & miscellaneous work	1	LS		
		Subtotal		

TOTAL BASE BID AMOUNT				
	<b>Quantity</b>	<u>Unit</u>		
ALTERNATE 1 Additional area to be paved	1	LS		
ALTERNATE 2 Seal coat existing drive	1	LS		
TOTAL DASE DID . ALTEDNATE 1. ALTEDNA	ATE 2		Total	

TOTAL BASE BID + ALTERNATE 1+ ALTERNATE 2

Total			



July 12, 2022 (revised July 21, 2022)

Mr. Rick Bryant, P.E. Cumberland County Engineering and Public Utilities 139 Gillespie Street Fayetteville, NC 28301

Re: Asphalt Pavement Coring Crown Center Parking Lots

> Fayetteville, NC F&R Project No. 66A-0014

## Dear Mr. Bryant:

As requested, representatives from Froehling and Robertson, Inc. (F&R) visited the Crown Center Parking Lot on July 7, 2022 to core five (5) locations within the parking lot selected during a previous site visit with you. F&R used a portable coring machine with a thin-wall, diamond core bit and water as a flushing medium to obtain the core at each location. Each core was extracted and the thickness was measured in the field and later in the lab. F&R also took a pictures of each core and the surrounding area, and then patched the core locations with cold patch and manually compacted.

F&R noted that the asphalt cores appeared to consist of only Asphalt Concrete Surface Course when inspecting the cores visually. Following the extraction of the core, F&R probed the subgrade using a 5/8<sup>th</sup> inch diameter T-handle probe rod and then obtained a sample of the subgrade material. All of the pavement was underlain by a silty sand material. No ABC base course was encountered. The following table and photos present the results of F&R's observations and measurements.

# **ASPHALT CORE OBSERVATIONS & RESULTS**

Core No.	Pavement Thickness (inches)	Number of Layers	Subgrade Type	Probe Rod Penetration Depths (inches)	Approximate Crack Depth
1	1.5	One	Silty Sand	0-1	Full Depth
2	2.2	One	Silty Sand	0-1	At least 3/4 of the depth
3	3.5	Two - Top 2" Bottom 1.5"	Silty Sand	0-1	Full Depth (wide crack in top layer and thin/narrow crack in bottom)
4	3.3	Two - Top 1.5" Bottom 1.8"	Silty Sand	0-1	Full Depth of top layer only
5	2.3	One	Silty Sand	0-1	Full Depth



We appreciate the opportunity to provide construction materials testing services on your projects. Please call us if you have any questions or need additional information.

Sincerely,

FROEHLING & ROBERTSON, INC.

John J. Wall, P.E. Project Engineer





Photo 1

Core #1 – Core was performed along a long crack that had a width of approximately 1 inch.



Photo 2

Core #1 – Crack extended entire depth. Pavement thickness was 1.5 inches.





Photo 3

Core #2 – Core was performed along a long crack that had a width between 0.75 and 1 inch.



Photo 4

Core #2 – Crack extended entire depth on north side and at least 1.5 inches on south side at this core location. Total Core thickness was 2.2 inches.





Photo 5

Core #3 – Location is at the intersection of three cracks.





Photo 6 & 7

Core #3 – Pavement was 3.5 inches thick in two layers (approximate Top layer = 2 inches, approximate Bottom layer = 1.5 inches) Wide crack extended through the top layer of asphalt with a thinner crack extending thru the bottom layer.





Photo 8

Core #4 – Location was over a ¾ to 1 inch wide crack.



Photo 9

Core #4 – Pavement was 3.3 inches thick in two layers (approximate Top layer = 1.5 inches, approximate Bottom layer = 1.8 inches). Crack extended through the top layer of asphalt.





Photo 10

Core #5 – Location was over a 2-inch wide crack. Crack extended entire depth. An intact core was not able to be obtained from this location. Thickness of asphalt was measured from an asphalt core obtained from an offset 3 feet from location.

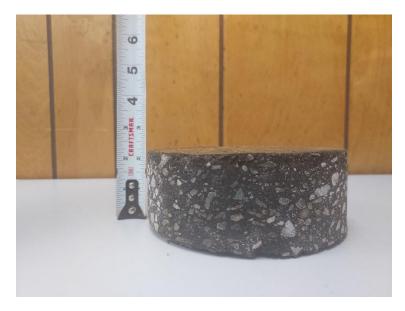
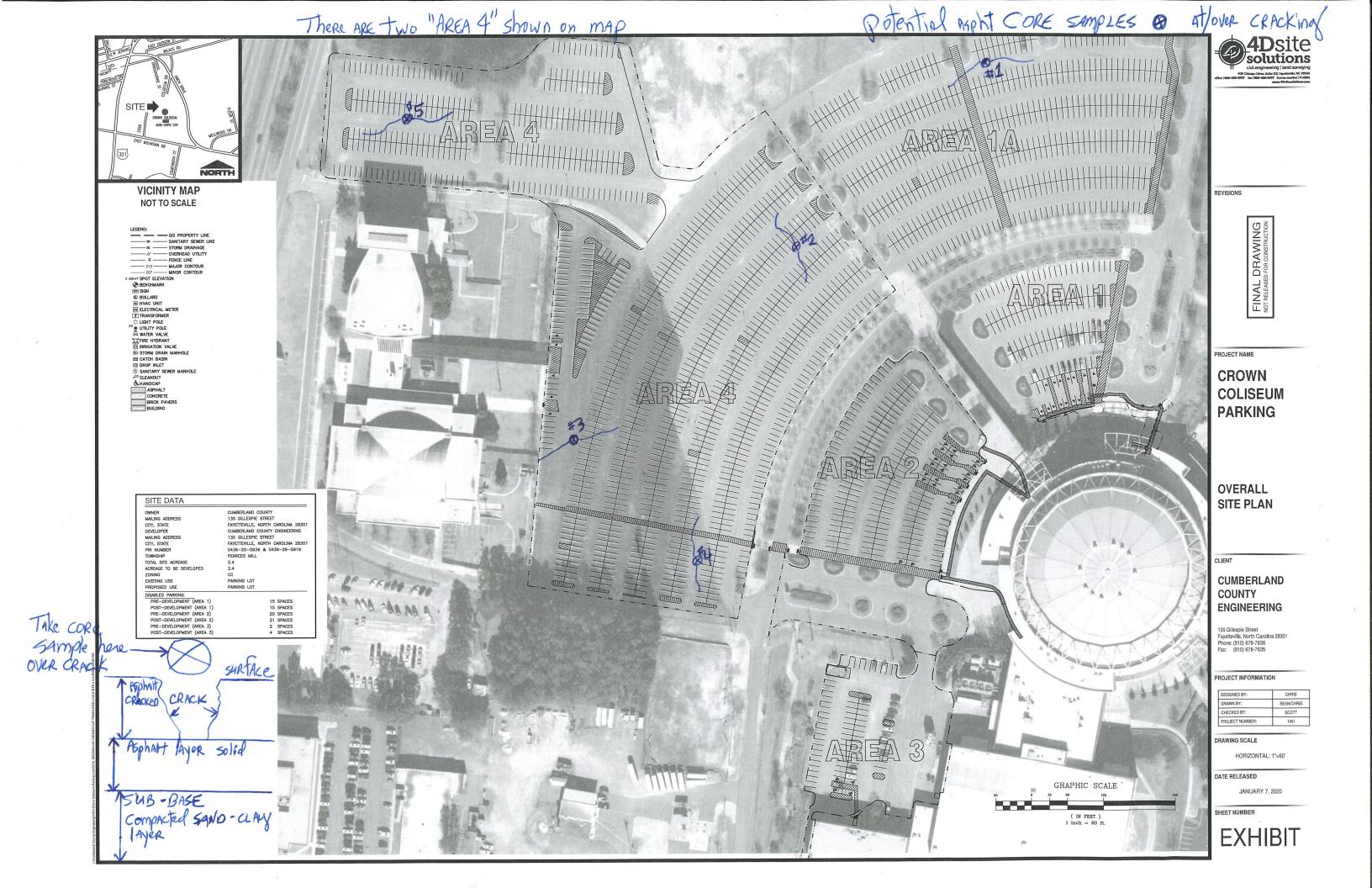


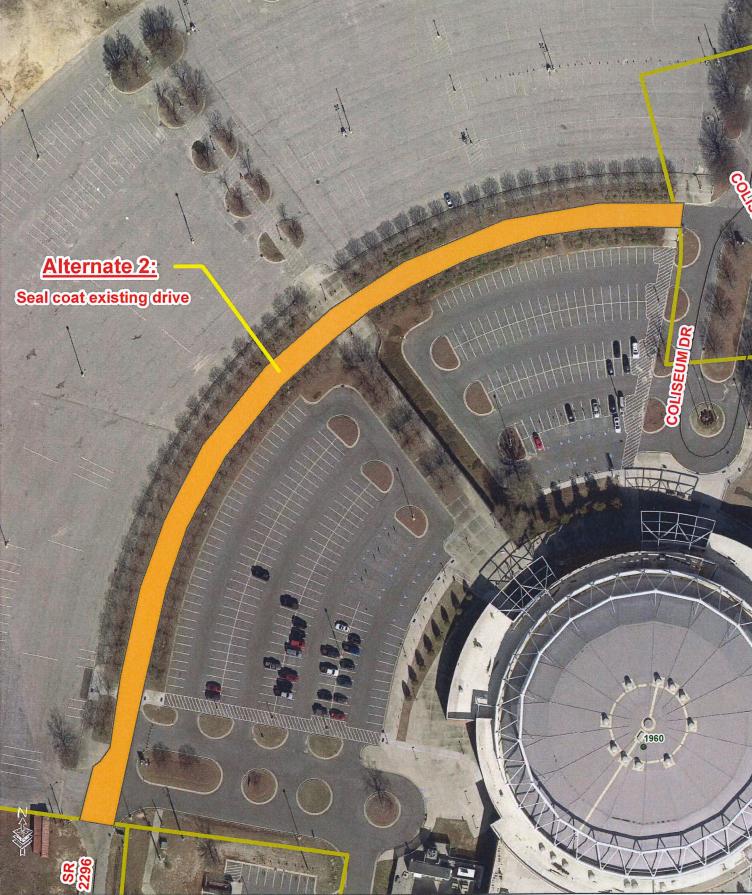
Photo 11

Core # 5 (offset) had a thickness of 2.32 inches and consisted of one layer.

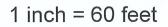






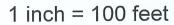


















## OFFICE OF THE COUNTY MANAGER

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

**DATE:** 6/14/2024

SUBJECT: MEMORANDUM OF AGREEMENT WITH CUMBERLAND COUNTY

AND THE CUMBERLAND COUNTY BOARD OF EDUCATION FOR SUPPORT OF STATE-ASSIGNED SWIFT WATER RESCUE TEAMS TO

**CUMBERLAND COUNTY. NORTH CAROLINA** 

## **BACKGROUND**

In the event of an emergency incident/event, Cumberland County Emergency Management (CCEM), as representatives of Cumberland County Government, will have a need for support in various public health, public safety, shelter, and transportation functions. Among the different types of support needed will be a location to stage the Swift Water Rescue Team and its equipment.

The Cumberland County Board of Education has prepared a Memorandum of Agreement (MOA) to reflect the Board's commitment to meet this need by making portions of Max Abbott Middle School available to the team and its equipment. This MOA is applicable only in the event of an imminent or actual emergency incident or event, or the declaration of a State of Emergency by the Commissioners or the Governor of North Carolina.

The term of this agreement begins on the date that it is signed and will continue for the duration of ten (10) years. The attached agreement can be renewed as many times as desired at the agreement of both parties. The reimbursements provided for under this MOA are subject to and limited by the County Manager's authority to transfer appropriations under the current fiscal year budget ordinance and obtaining the Board of Commissioners approval for expenditures exceeding such authority. The purpose of this provision is to ensure budgetary accounting for the appropriation of funds expended under this agreement in accordance with N.C.G.S. Chapter 159.

## RECOMMENDATION / PROPOSED ACTION

Staff recommends your consideration for approval of the Memorandum of Agreement with Cumberland

County and the Cumberland County Board of Education for Support of State-Assigned Swift Water Rescue Teams to Cumberland County.

# **ATTACHMENTS:**

Description

Cumberland County Schools Request Backup Material

MOA with Cumberland County and the Cumberland County Board of Education for Support of State-Assigned Swift Water Rescue Teams to Cumberland County, North Backup Material Carolina



## **MEMORANDUM:**

DATE:

May 30, 2024

TO:

Kevin Coleman, Associate Superintendent, Auxiliary Services

FROM:

Donna Fields, Executive Director, Operations

SUBJECT:

Approval Request for the Revised Memorandum of Agreement Between Cumberland

County Schools and Cumberland County to Use Max Abbott Middle School

The Cumberland County Board of Commissioners has requested to make minor revisions to the Memorandum of Agreement to use Max Abbott Middle School to house the state assigned Swift Water Rescue Teams during times of emergency. The Board of Education approved the original MOA in November of 2023. Revisions include clarification that the Swift Water Rescue Teams are state assigned. The paragraph referring to the Commissioners reimbursing the Board for all costs associated with providing sleeping, assembly and dining space has been removed. However, Cumberland County shall reimburse the Board for any damage resulting from the implementation of the MOA. The signature block of the Cumberland County Board of Commissioners Chair has also been updated.

Plant Operations is asking for Board of Education approval of this Memorandum of Agreement.

#### STRATEGIC PRIORITIES:

- 3 EXCEPTIONAL ENVIRONMENT
  - 3A Maintain safe and secure schools as a foundation for student success
  - 3D Build the capacity of schools to create optimal conditions to effectively serve all students
- 4 COMMITTED COMMUNITY

# Memorandum of Agreement

Between

The Cumberland County Board of Commissioners ("Commissioners")

And

The Cumberland County Board of Education ("Board") also known as Cumberland County Schools ("CCS")

For:

Support of State-Assigned Swift Water Rescue Teams ("Team") to Cumberland County

#### Summary

In the event of an emergency incident/event, Cumberland County Emergency Management (CCEM), as representatives of Cumberland County Government, will have a need for support in various public health, public safety, shelter, and transportation functions. Among the different types of support needed will be a location to stage the Swift Water Rescue Team ("Team") and its Equipment ("Equipment"). The purpose of this Memorandum of Agreement (MOA) is to reflect the Board's commitment to meet this need by making portions of Max Abbott Middle School (MAMS) available to the Team and its Equipment.

#### **Functional Areas and Responsibilities**

In the event that the Cumberland County Emergency Management Coordinator ("EMC") or his/her designee deems it necessary, the Board shall provide support to the Cumberland County assigned Swift Water Rescue Team as set forth below:

- The Board shall make the MAMS gym available to the Team for sleeping and assembly purposes, with accommodations for up to fifty (50) Team members. No shower facilities will be provided.
- The Board shall make available to the Team for dining purposes the MAMS cafetorium but all food consumed by the Team must be brought onsite by the Team; no access to or use of kitchen facilities or supplies will be provided, and no CCS child nutrition staff members will be onsite.
- Cumberland County shall reimburse the Board for all costs associated with any damage to Board property resulting from implementation of this MOA, in accordance with Paragraph 7 of "Additional Terms" below.
- The Board shall also make available to the Team the main MAMS visitor parking lot facing the front entrance to the school for the purpose of parking and pre-positioning the

Equipment. Cumberland County shall reimburse the Board for all costs or damages (if any) associated with this use of said parking lot.

## **Additional Terms**

- 1. This MOA will commence on the date signed and continue for the duration of ten (10) years. Any amendment to the duration of this MOA must be in writing.
- 2. Upon expiration, this MOA may be renewed as many times as desired, at the agreement of both parties.
- 3. Either party may terminate this MOA at any time by providing a written 90-day notice to the other party. This MOA may only be amended in writing, and signed by the parties.
- 4. A request for the services outlined in this document will be made to the CCS Superintendent or his/her designee by the EMC or designee.
- 5. Additional responsibilities may be assigned to CCS during an incident at the request of the EMC, or his/her designee, upon the written agreement of both parties, which writing may be as informal as required by exigent circumstances, but which will nevertheless serve as a record of the additional responsibilities and the parties' agreement thereto.
- 6. The reimbursements provided for under this Memorandum of Agreement are subject to and limited by the County Manager's authority to transfer appropriations under the current fiscal year budget ordinance, and obtaining approval of the Cumberland County Board of Commissioners for expenditures exceeding such authority. The purpose of this provision is to ensure budgetary accounting for the appropriation of funds expended under this agreement in accordance with N.C.G.S. Chapter 159.
- 7. Incurred damage shall be based upon a site inspection notating current conditions and existing damage or wear before Swift Water Teams occupy any of the areas defined in this Memorandum of Agreement.
- 8. Pursuant to N.C. Gen. Stat. 115C-524, no liability shall attach to the Cumberland County Board of Education for injury or damage incurred in connection with the use of school property by non-CCS personnel pursuant to this MOA.
- 9. This MOA is applicable only in the event of an imminent or actual emergency incident or event, or the declaration of a State of Emergency by the Commissioners or the Governor of North Carolina.

# **Contacts and Authorization**

Contacts:	
Gene Booth Cumberland County Emergency Management Coordinator/Fire Marshall Law Enforcement Center 131 Dick Street Fayetteville, NC 28301 (910) 321-6736	Kevin Coleman Cumberland County Schools Associate Superintendent for Auxiliary Services Cumberland County Schools Operations Center 810 Gillespie Street Fayetteville, NC 28306 (910) 678-2317
Clarence Grier, County Manager Cumberland County	Date:
Dr. Marvin Connelly, Superintendent Cumberland County Board of Education	Date: 4/13/24
Cumberland County Board of Commissioners	Cumberland County Board of Education
Glenn Adams, Chair	Asanna Dues, Chairwoman
Date:	Date:



## CLERK TO THE BOARD OF COMMISSIONERS

## MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

**DATE:** 6/11/2024

SUBJECT: CUMBERLAND COUNTY ABC BOARD (1 VACANCY)

# **BACKGROUND**

The Cumberland County ABC Board has the following one (1) vacancy:

Harold Lee Boughman Jr.- Completes Second Term June 30, 2024- Not Eligible for Reappointment.

There are no recommendations at this time.

The membership roster, and applicant list for the Cumberland County ABC Board is attached.

## RECOMMENDATION / PROPOSED ACTION

Please nominate individuals to fill the one (1) vacancy above.

## **ATTACHMENTS:**

Description

ABC Board Applicant List

ABC Board Membership Roster

Backup Material

Backup Material

# APPLICANTS FOR **ABC BOARD**

NAME/ADDRESS/TELEPHONE

OCCUPATION

**EDUCATIONAL BACKGROUND** 

BOSTIC, MELISSA (H/F) 3931 BROOKGREEN DR HR MANAGER MOUNTAIRE FARMS MBA, DOCTORATE **BUSINESS ADMIN** 

**FAYETTEVILLE NC 2830** 

910-364-2345

MBOSTIC19@ICLOUD.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: YES

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

DAVIS, JOSEPH (W/M)

**TEACHER** 

**BS-EDUCATION MASTERS-SPORTS** 

696 FAIRFIELD RD

**FTCC FAYETTEVILLE NC 28303** 

770-841-4328/678-8544

JD9606@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Favetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO **CATEGORY: GENERAL PUBLIC** 

GERBER. BRIAN (A/M)

POLICE DETECTIVE **FAYETTEVILLE PD** 

HIGH SCHOOL

875 SCREECH OWL DRIVE

FAYETTEVILLE, NC 28348 574-2785(H)/303-8499(W)

BGERBER09@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: N/A CATEGORY: GENERAL PUBLIC

HARPER, STEVE C. (B/M)

RETIRED

SOME COLLEGE

5707 BASHFORT CT

**OPERATIONS MANAGER** 

**FAYETTEVILLE NC 28304** 

425-9643/988-7004

STEVEHARPER276@GMAIL.COM

Graduate-County Citizens' Academy: YES

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: CITY OF FAYETTEVILLE CITIZENS ACADEMY

**CATEGORY: GENERAL PUBLIC** 

#### **ABC BOARD APPLICANTS, PAGE 2**

## NAME/ADDRESS/TELEPHONE

OCCUPATION

**EDUCATIONAL BACKGROUND** 

LAHUFFMAN, DONALD W. (B/M)

616 MCALPHIN DRIVE

RETIRED FTCC ADMINISTRATOR BA/MA

**FAYETTEVILLE NC 28301** 

488-8130(H)/489-5030(M)

DLAHUFFMAN@YAHOO.CON

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: N/A **CATEGORY: GENERAL PUBLIC** 

LILLY, JAMAL DASHAWN (B/M)

2610 CATTAIL CIRCLE

ARMED SECURITY OFFICER PARKER SECURITY

SOME COLLEGE

**FAYETTEVILLE NC 28312** 

910-916-3087

JAMALDLILY@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO **CATEGORY: GENERAL PUBLIC** 

PHILLIPS, ADAM (W/M)

**LAWYER** 

JURIS DOCTOR, UNC

214 RUSH ROAD

FAYETTEVILLE, NC 28305

910-964-1726

AJSPHILLIPS@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO **CATEGORY: GENERAL PUBLIC** 

SINCLAIR, TIMOTHY (B/M)

ESL INSTRUCTOR

Ed. S. Education Spec.

7834 ADRIAN DRIVE

FAYETTEVILLE, NC 28314

910-864-7417 (H) 910-797-7693 (C)

TIMSINCLAIR@YAHOO.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: YES

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

#### **ABC BOARD APPLICANTS, PAGE 3**

# NAME/ADDRESS/TELEPHONE

OCCUPATION

**EDUCATIONAL BACKGROUND** 

TATE, DEYANNA (B/F)

NONE LISTED

SCHOOL LISTED

218 TIFFANY CT

**FAYETTEVILLE NC 28301** 

910-651-1807

TATEDEYANNA26@GMAIL.COM

Graduate-County Citizens' Academy: No

Graduate-Institute for Community Leadership: No

Graduate-Leadership Fayetteville: No

Graduate-United Way's Multi-Cultural Leadership Program: No

Graduate-other leadership academy: No CATEGORY: GENERAL PUBLIC

THOMPSON, DWIGHT (B/M)

3402 RUDLAND CT

RETIRED SOLDIER/IT SUPPORT FSU/ARMY

RETIRED, STATE OF NC

BA, MBA

**FAYETTEVILLE NC 28304** 

910-494-3959

DWIGHT.E.THOMPSON@GMAIL.COM

Graduate-County Citizens' Academy: No

Graduate-Institute for Community Leadership: YES

Graduate-Leadership Fayetteville: No

Graduate-United Way's Multi-Cultural Leadership Program: No

Graduate-other leadership academy: No CATEGORY: GENERAL PUBLIC

WALTER, LARUE (W/F)

410 TIMBERLINE DRIVE

FAYETTEVILLE, NC 28311

910-488-5076

TOOTSIELOU@TWC.COM

Graduate-County Citizens' Academy: No

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: No

Graduate-United Way's Multi-Cultural Leadership Program: No

Graduate-other leadership academy: No CATEGORY: GENERAL PUBLIC

WORTHS BUSINESS COLLEGE

# ABC BOARD 3 Year Term

	<u>Date</u>	car romm		Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
Delvin McAllister 730 Spyglass Drive Fayetteville, NC 28311 910-322-2180 OSC@NC.RR.COM	8/23 (serving unexpired te	1st erm; eligible for	August/26 6/30/26 r one additional three-y	Yes rear term)
CHAIRMAN (23-24) Harold Lee Boughman Jr 282 Skye Drive Fayetteville, NC 28303 484-4589/978-2293/223-140 lee.boughman@abb-law.com		2nd	June/24 6/30/24	No
Jamail George 7724 North Ancon Drive Fayetteville, NC 28304 910-527-3418/910-223-1307 tyrangeorge@gmail.com	8/22	1 <sup>st</sup>	August/25 8/31/25	Yes
Terri Thomas 508 Spaulding Street Fayetteville, NC 28301 910-485-4765/910-988-7672 terristhomas88@gmail.com	8/22	1st	August/25 8/31/25	Yes
Jordan Stewart P. O. Box 99 Stedman, NC 28391 910-309-0313/910-486-9292 Jordan@boose-law.com	8/23	1 <sup>st</sup>	August/26 8/31/26	Yes

Commissioner Liaison: Commissioner Michael Boose

Regular Meetings: 2nd Monday of the month at 6:00 PM at the Person St. Store Training Room at 424 Person Street, Fayetteville, NC.

Contact:

ABC Board Director David Horne

PO Box 64957

Fayetteville, NC 28306

484-8167

carolyn.parker@cumberlandabc.com



## CLERK TO THE BOARD OF COMMISSIONERS

# MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

**DATE:** 6/4/2024

SUBJECT: ANIMAL SERVICES BOARD (2 VACANCIES)

## **BACKGROUND**

The Cumberland County Animal Services Board has the following two (2) vacancies:

<u>Promoting Goals of the Animal Protection Society or the Humane Society or Another Such Broadly-Based</u> and Representative Organization Interested in the Care and Protection of Animals Position

Lee Ward-Completes First Term June 2024: Eligible for Reappointment- The Animal Services Board recommends **Lee Ward** for Reappointment.

# **At-Large Position:**

Jeffrey Brooks-Second Term Expires June 2026-Unable to Complete Term Due to Illness. The Animal Services Board recommends **Sandra Reeves** to complete this unexpired term.

The membership roster, applicant list, and recommendation letter for the Animal Services Board has been attached.

#### RECOMMENDATION / PROPOSED ACTION

Please nominate individuals to fill the two (2) vacancies above.

## **ATTACHMENTS:**

Description Type
Animal Services Board Applicant List Backup Material
Animal Services Board Membership Roster Backup Material

# APPLICANTS FOR ANIMAL SERVICES BOARD

NAME/ADDRESS/TELEPHONE

**OCCUPATION** 

EDUCATIONAL BACKGROUND

BARRETT, MARK (W/M)

COLLEGE

4559 CAMDEN RD.

RETIRED FIRE CAPTAIN/

SOME

BUSINESS OWNER

FAYETTEVILLE, NC 28306

910-423-0763 (H) 910-391-8949 (C) Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

BECKLEY, TAMMY (W/F)

HR GENERALIST NITTA GELATIN

SOME COLLEGE

4341 PRODUCTION DRIVE

FAYETTEVILLE NC 28306 NO PHONE # LISTED

T.BECKLEY@NITTA.GELATIN.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: CITY OF FAYETTEVILLE RESIDENT

COX, STACY A. (ASIAN/F)

HOMEMAKER

7528 WILKINS DRIVE

DISABLED

SOME COLLEGE

FAYETTEVILLE NC 28311

910-476-7367

\*SERVES ON THE BOARD OF HEALTH\*

SAKUNI@AOL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: YES

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

CUNNINGHAM, HEATHER (W/F)

VEHICLE COLLISION REPAIR

**BUS MAN** 

1217 GEESE COURT

FAYETTEVILLE, NC 28348

910-988-0308

STORMY2400@HOTMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

APPLICATION RECEIVED: 1-13-2024

# APPLICANTS FOR **ANIMAL SERVICES BOARD Page 2**

NAME/ADDRESS/TELEPHONE

OCCUPATION

**EDUCATIONAL BACKGROUND** 

HYMAN, DOROTHY E (W/F)

2018 FARGO DRIVE

COSMETOLOGIST LEGION ROAD HAIR DESIGN HIGH SCHOOL

**FAYETTEVILLE NC 28306** 

494-6585

ELAINEB@NC.RR.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: CITY OF FAYETTEVILLE RESIDENT

JACKSON, KENDRA

LEARNING FACILITATOR

MASTER'S

455 SHORELINE DRIVE FAYETTEVILLE, NC 28311

910-635-5759

KENDRAFJACKSON@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: CITY OF FAYETTEVILLE RESIDENT

APPLICATION RECEIVED: 7-31-2023.

MCGILLIVRAY, DAVID PAUL (W/M)

6006 DAHLGREN AVE

**FAYETTEVILLE NC 28314** 

910-988-6131

HOUSING INSPECTOR

SELF-EMPLOYED

RETIRED MILITARY

D.P.MCGILLIVRAY@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: CITY OF FAYETTEVILLE RESIDENT

MCKNIGHT, ANTHONY LEE II (B/M)

WALMART ASSOCIATE

SOME COLLEGE

SOME COLLEGE

4200 DAVID STREET

FAYETTEVILLE, NC 28304

910-391-4514

Tlmcknight1991@gmail.com

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: CITY OF FAYETTEVILLE RESIDENT/GENERAL PUBLIC

# **APPLICANTS FOR ANIMAL SERVICES BOARD Page 3**

NAME/ADDRESS/TELEPHONE OCCUPATION

**EDUCATIONAL BACKGROUND** 

MCKOY, DATREZ, RAHEAM (B/M)

**GENERAL LABOR** 

HIGH SCHOOL

418 ACACIA CIRCLE APT H **FAYETTEVILLE NC 28314** 

910-736-8169

MCKOYDATREZ@YAHOO.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

PARKER, FRANK (W/M)

MILITARY(RETIRED)

HIGH SCHOOL

6456 CEDAR CREEK RD **FAYETTEVILLE NC 28314** 

919-963-2751

FRANKMPARKER@YAHOO.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: CITY OF FAYETTEVILLE RESIDENT: GENERAL PUBLIC: PERSON WHO PROMOTES GOALS OF THE ANIMAL PROTECTION SOCIETY OR THE HUMANE SOCIETY; PERSON WITH KNOWLEDGE AND EXPERIENCE IN DOG BEHAVIOR AND/OR HANDLING

RATTAN, LYNNLEE G.

STUDENT SERVICES CC SCHOOLS

AA

1827 ROCKROSE DRIVE FAYETTEVILLE, NC 28312

916-943-5466

LYNNLEE.RATTAN@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: PERSON WHO PROMOTES GOALS OF ANIMAL PROTECTION SOCIETY APPLICATION RECEIVED: 1-15-2024.

REEVES, SANDRA ELLEN (W/F)

RISK MANAGEMENT

U.S. MILITARY

5618 TOBY PLACE ROAD STEDMAN, NC 28391

910-339-4009/520-227-1096

SEREEVES2023@OUTLOOK.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Favetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: PERSON WITH KNOWLEDGE & EXPERIENCE IN DOG BEHAVIOR/HANDLING APPLICATION RECEIVED: 1-3-2024.

# APPLICANTS FOR ANIMAL SERVICES BOARD Page 4

NAME/ADDRESS/TELEPHONE

**OCCUPATION** 

EDUCATIONAL BACKGROUND

STEBLETON, BRIANNA

OFFICE MANAGER
VOLUNTEER COORDINATOR

SOME COLLEGE

5521 SHADY PINE CT

FAYETTEVILLE NC 28304

910-856-4214

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: CITY OF FAYETTEVILLE RESIDENT, GENERAL PUBLIC, PERSON WHO PROMOTES GOALS OF THE ANIMAL PROTECTION SOCIETY OR THE HUMANE SOCIETY OR ANOTHER SUCH BROADLY BASED ORGANIZATION INTERESTED IN THE CARE AND PROTECTION OF ANIMALS, PERSON WITH KNOWLEDGE AND EXPERIENCE IN DOG BEHAVIOR AND/OR HANDLING

STEIGELMAN, SABRINA (A/F)

RINA (A/F) GRANTS AND PROJECT MANAGER
CUMBERLAND COUNTY SCHOOLS

MA LIBRARY SCIENCE

2100 ROCK AVENUE

FAYETTEVILLE, NC 28303 226-5059 (H/C)/6782797 (W)

Graduate-County Citizens' Academy: No

Graduate-Institute for Community Leadership:

Graduate-Leadership Fayetteville: No

Graduate-United Way's Multi-Cultural Leadership Program: No

Graduate-other leadership academy: JACKSONVILLE ONSLOW LEADERSHIP ACADEMY

CATEGORY: CITY OF FAYETTEVILLE RESIDENT

TAYLOR, MADELEINE A (-M)

812 TAMARACK DRIVE APT 8202

FAYETTEVILLE, NC 28311

919-924-5901

MABBYO@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Favetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC

TYLER, BRIAN J (W/M)

ARTIST/FLORIST

B.S. GETTYSBURG

HIGH SCHOOL

1414 RAEFORD ROAD

HARRIS TETTER/SELF EMPLOYED

NONE LISTED

COLLEGE

FAYETTEVILLE, NC 28305

717-514-6889

BJTINNC@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: Leadership Harrisburg

CATEGORY: CITY OF FAYETTEVILLE RESIDENT

# ANIMAL SERVICES BOARD

# 3 Year Term

(Terms extended from 2 to 3 years on 8/5/02)

(1	cillis extended from	2 to 5 years on o	13102)			
	Date			Eligible For		
Name/Address	Appointed	Term	Expires	Reappointment		
Knowledge & Experience in Dog Behavior and/or Handling Position  Dennis Patterson (/) 6/22 1 <sup>st</sup> June/25 Yes						
6080 Cedar Creek Rd	0/22	1	6/30/25	i es		
Fayetteville, NC 28312			0/30/23			
910-224-2182						
Promoting Goals of the Animal I	Protection Society or	the Humane Soc	riety or Another	Such Broadly-		
Based and Representative Organ						
Lee Ward	12/21	1st	June/24	Yes		
1310 Goodview Avenue			6/30/24			
Fayetteville, NC 28305						
527-6565 LW628984@gmail.com						
Ex-Officio - The Veterinarian on	Contract to the Anim	mal Services Dep	partment Position	1		
Dr. Meredith Garringer 375 Conifer Drive						
Fayetteville, NC 28314						
704-975-1100						
mgarringer@co.cumberland.nc.u	<u>S</u>					
At-Large Positions						
Jeffrey D. Brooks	8/23	2nd	June/26	No		
4700 Matchwood Ct			6/30/26			
Fayetteville, NC 28306						
822-2875/580-3088						
Jdbphd08@gmail.com						
Charlotte Davis	8/23	2nd	June/26	No		
717 Shopton Ct			6/30/26			
Fayetteville, NC 28303						
867-0747/818-1509						
chuckid@nc.rr.com						
City of Fayetteville Resident Positions						
Shannon Pingitore	10/20	2nd	June/23	No		
2509 Morganton Road			6/30/23			
Fayetteville NC 283 03						
910-987-3141 email@carolinapetcare.com						
Jennifer Castello (H/F)	9/22	2nd	Sept/25	No		
3803 Talus Rd			9/30/25			
Fayetteville, NC 28306 360-682-8750						
Jennrami1007@gmail.com						
Doord was astablished by andinance ada	ntod on Ionuami 4 1000	**0 2 4 1 202	1 (01!			

Board was established by ordinance adopted on January 4, 1999 \*\*Sec.3-4 June 2021 Ordinance all terms expire on June 30 in the year of the term expiration. Contact: Sandra Bohannon 321- 6843

Meetings: Bimonthly – 1st Monday (no meetings held on first/ last day of month) 6:00 PM - 4704 Corporation Dr.



4704 Corporation Drive, Fayetteville, NC 28306 (910) 321-6852

Cumberland County Board of Commissioners PO Box 1829 Fayetteville, NC 28302-1829

June 4, 2024

The Cumberland County Animal Services Board (CCASB) met on June 3, 2024 and selected Sandra Reeves as their nominee for the vacant at-large board position. The CCASB also reappointed Lee Ward to her position on the board. Please let me know if there are any questions regarding these two appointments.

Sincerely,

Sandra Bohannon, Secretary

Animal Services Board

**Cumberland County Animal Services** 



#### CLERK TO THE BOARD OF COMMISSIONERS

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

**DATE:** 6/7/2024

# SUBJECT: JOINT FORT LIBERTY & CUMBERLAND COUNTY FOOD POLICY COUNCIL (2 VACANCIES)

#### **BACKGROUND**

The Joint Fort Liberty & Cumberland County Food Policy Council has the following two (2) vacancies:

Member Representing Cumberland County Schools:

Sabrina Steigelman-Completed First Term February 2023- Eligible for Reappointment. The Joint Fort Liberty & Cumberland County Food Policy Council recommends **Beth Maynard** for appointment.

Community Members Who Do Not Work in Local Government or Health Agencies:

Anicca Cox- Resigned April 2023- Not Eligible for Reappointment. The Joint Fort Liberty & Cumberland County Food Policy Council recommends **Roni Winston** for appointment.

The membership roster, applicant list, and recommendation letter for the Joint Fort Liberty & Cumberland County Food Policy Council are attached.

### RECOMMENDATION / PROPOSED ACTION

Please nominate individuals to fill the two (2) vacancies above.

## **ATTACHMENTS:**

Description

Food Policy Council Roster Food Policy Council Applicant List Food Policy Council Recommendation Letter Backup Material Backup Material

# FORT LIBERTY & CUMBERLAND COUNTY COUNCIL

1 Year Term on Formation/ 2-Year Terms

,1		ii i oiiiiaiioii/ 2-	· 1 car 1 criss	
Name/Address	Date Appointed	d Term	Expires	Eligible For Reappointment
Co-Chair / Military Chair from Katina Foxworth (RESIGNED) 2539 HAMILTON STREET FORT BRAGG, NC 28310	Fort Bragg 6/23	(1) 1 <sup>st</sup>	June/25 6/30/25	NO
910-381-0817 910-907-7656 KATINA.M.FOXWORTH.MIL@	@HEALTH.M	IIL		
Co-Chair / Civilian Chair from	Cumberland	County (1)		
Clifton Johnson (B/M) 918 Liberty Lane Fayetteville, NC 28311 706-550-8270 clifton4mayor@gmail.com	2/23	1 <sup>st</sup>	Feb/25 2/28/25	Yes
Members Who Do Not Work in	Local Gover	nment or Hea	Ith Agencies (3)	
Melissia Pennington (F) 3931 Brookgreen Drive Fayetteville, NC 28304 MBOSTIC19@ICLOUD.com	5/24	1 <sup>st</sup>	Feb/25 2/28/25.	Yes
Veronica Feliciano (H/F) 5220 Roy C Stallings Jr. Street Hope Mills, NC 28348	4/23	2nd	April/25	No
Lauren R. Tyler (RESIGNED) 2613 Beard Road Eastover, NC 28312 910-514-0628 Trucolor3@gmail.com	4/23	2nd	April/25 4/20/25	No
Members Involved in Local Far	ming and Ag	riculture (2)		
Alexis McClain (B/M) 822 Ancient Court Fayetteville, NC 28312 209-443-0111 alexiesmcclain03@gmail.com	1/23	1 <sup>st</sup>	Jan/25 1/31/25	Yes
Elliott, Robert (Native/White/M) 160 Brookstone Drive Cameron, NC 28326 252-725-4875 vetfarmpfnc@gmail.com	1/23	1 <sup>st</sup>	Jan/25 1/31/25.	Yes

Fort Bragg & Cumberland County Food Policy Council, Page 2  Date  Eligible For				
Name/Address	Appointed	Term	Expires	Reappointment
Member Representing Local Hig & Fayetteville Technical Commu	gher Education unity College) (	(Fayetteville	State Universit	y, Methodist University,
Joyce Adams 812 Bobby Jones Drive Fayetteville, NC 28312 910-987-8471 jaadams@aevex.com	4/24	1 <sup>st</sup>	Apr/26 4/30/26	Yes
Member Representing Fort Brag (VACANT)	gg Schools (1) 11/21	1 <sup>st</sup>	Nov/22 11/30/22	Yes
Member Representing Cumberla (VACANT)	and County Sch 2/22	hool District (1	Feb/23 2/28/23	Yes
Members Who Work in the Field Child and Adult Care (3)	ls of Healthcar	e, Public Heal	th, Food Insecu	rity/Food Access, or
Shella Korch (W/F) 2113 Stonewash Drive Fayetteville, NC 28306 972-992-8508/223-3393 s.korch@carolinaccc.com	4/23	2 <sup>nd</sup>	Apr/25 4/30/25.	No
Natasha Randall (RESIGNED) 1508 Richborough Ct Fayetteville, NC 28314 910-207-3608 natasharandall717@yahoo.com	4/23	2nd	April/25 4/30/25	No
Shannon Gettings (W/F) 3551 Sturbridge Drive Hope Mills, NC 28348 382-0804/826-3131 cscott@ccpfc.org	6/23	1 <sup>st</sup>	June/25 6/30/25	Yes
Members Who Work in Local Go Kenny Bailey (B/F) 301 East Mountain Drive Fayetteville, NC 28306 910-321-6871 Kenneth_Bailey@NCSU.EDU	<u>6/23</u> (2)	1 <sup>st</sup>	June/25 6/30/25	Yes
(VACANT)	4/23	2 <sup>nd</sup>	Apr/24 4/30/24	Yes

Fort Liberty & Cumberland County Food Policy Council, Page 3

Point of Contact: Martina Sconiers-Talbert, Grants Manager / 910-433-3672

Meetings: The Co-chairs will convene and preside over meetings. At a minimum 4 meetings will be held each year on dates chosen by the Executive Committee. Meetings are the first Wednesday of the month alternating 5:00 PM and 12:00 PM, beginning with 5:00 PM in January and ending with 12:00 PM in December.

Meeting Location: Public Health, 1235 Ramsey Street, Fayetteville, NC

The Board of Commissioners adopted a resolution supporting the establishment of the Fort Bragg & Cumberland County Food Policy Council June 21, 2021. Structure as 15 members with specific categories adopted as part of resolution.

#### APPLICANTS FOR JOINT FORT LIBERTY & CUMBERLAND COUNTY FOOD POLICY COUNCIL

**EDUCATIONAL** 

NAME/ADDRESS/TELEPHONE

OCCUPATION

**BACKGROUND** 

**BOURNETT, TAMMORY** 

ARMY PREVENTIVE MEDICIINE

MBA

425 GEORGETOWN CIRCLE FAYETTEVILLE, NC 28314

850-693-3335

TAMMORY BLOUNT@YAHOO.COM

Graduate-County Citizens' Academy: No

Graduate-Institute for Community Leadership: No

Graduate-Leadership Favetteville: No

Graduate-United Way's Multi-Cultural Leadership Program: No

Graduate-other leadership academy: No

CATEGORY: HEALTHCARE, PUBLIC HEALTH, FOOD INSECURITY/FOOD ACCESS, CHILD, OR

ADULT CARE WORKER

**APPLICATION RECEIVED: 6-6-24.** 

BROWN, PAULA (B/F)

RETIRED

MASTERS-ED

3500 BENNETT DRIVE

**FAYETTEVILLE NC 28301** 

703-8399/709-8595/483-0153

PHOWARD924@YAHOO.COM

Graduate-County Citizens' Academy: YES

Graduate-Institute for Community Leadership: YES

Graduate-Leadership Favetteville: YES

Graduate-United Way's Multi-Cultural Leadership Program: YES

Graduate-other leadership academy: NO

CATEGORY: CIVILIAN CHAIR FROM CUMBERLAND COUNTY

CHOTT, ANNA (W/F)

WASTE MANAGEMENT PROGRAM COORDINATOR BS

1861 TRYON DRIVE UNIT 3 FAYETTEVILLE, NC 28303

314-608-4130(H)/484-9098(W)

ANNA@SUSTAINABLESANDHILLS.ORG

Graduate-County Citizens' Academy: No

Graduate-Institute for Community Leadership: No

Graduate-Leadership Fayetteville: No

Graduate-United Way's Multi-Cultural Leadership Program: No

Graduate-other leadership academy: No

CATEGORY: COMMUNITY MEMBERS WHO DO NOT WORK IN LOCAL GOVERNMENT

ALPHA ACADEMY

HEPBURN, CHARLENE (B/F)

**6218 DUNBANE COURT FAYETTEVILLE. NC 28311** 

919-964-3050 919-726-4640

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: REPRESENTATIVE OF CC SCHOOL DISTRICT OR HIGHER EDUCATION APPLICATION RECEIVED: 3-22-2024.

**EDU DEGREE** 

## APPLICANTS FOR

JOINT FORT LIBERTY & CUMBERLAND COUNTY FOOD POLICY COUNCIL page 2

NAME/ADDRESS/TELEPHONE

**OCCUPATION** 

**EDUCATIONAL BACKGROUND** 

JACKSON, PHYLLIS, N. (B/F)

**CUMBERLAND COUNTY SCHOOLS** 

MSA

2044 MERRIMAC DRIVE

FAYETTEVILLE, NC 28304

910-273-0658

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: COMMUNITY MEMBERS WHO DO NOT WORK IN LOCAL GOVERNMENT

APPLICATION RECEIVED: 4-2-2024.

MAYNARD, BETH (NA/F)

CUMBERLAND COUNTY SCHOOLS

MBA

211 RIVENOAK DRIVE

FAYETTEVILLE, NC 28303

910-797-3382

INCOMPLETE EMAIL ADDRESS

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: YES

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: REPRESENTATIVE OF CUMBERLAND COUNTY SCHOOL DISTRICT

MELVIN, JOY N. E.D. (B/F)

**INSTRUCTOR** 

FTCC

**DOCTORATE** 

846 WIGWAM DR

**FAYETTEVILLE NC 28314** 

910-778-3697(H)/678-8498(M)

MELVINJOYN@GMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: MEMBER WHO DOES NOT WORK IN LOCAL GOVERNMENT

PITTMAN, RONALD W. (W/M)

**EXECUTIVE DIRECTOR ARMS OF** 

**FSU** 

813 KATIE STREET

FAYETTEVILLE, NC 28306

REFUGE, INC.

728-5613 (H)/425-0605 (H/W)

THE ROSE PETAL FLORIST

EDAOFAY1@YAHOO.COM

Graduate-County Citizens' Academy: No

Graduate-Institute for Community Leadership: No.

Graduate-Leadership Fayetteville: No

Graduate-United Way's Multi-Cultural Leadership Program: No

Graduate-other leadership academy: No

CATEGORY: CIVILIAN CHAIR FROM CUMBERLAND COUNTY

### **APPLICANTS FOR** JOINT FORT LIBERTY & CUMBERLAND COUNTY FOOD POLICY COUNCIL Page 3

NAME/ADDRESS/TELEPHONE

OCCUPATION

**EDUCATIONAL BACKGROUND** 

SHORT, JOSEPH (WM)

**FARMER/SWINE PRODUCTION** 

**BS IN AGRICULTURE** 

NC STATE

2628 ELMHURST DRIVE FAYETTEVILLE, NC 28304

910-263-1316

Jlshort11791@gmail.com

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: LOCAL FARMING AND AGRICULTURE

SOMER, KATRINA (W/F)

ARMED SERVICES YMCA

SOME COLLEGE

118 EL RENACER STREET FAYETTEVILLE, NC 28307

775-622-2563

Graduate-County Citizens' Academy: No

Graduate-Institute for Community Leadership: No

Graduate-Leadership Fayetteville: No

Graduate-United Way's Multi-Cultural Leadership Program: No

Graduate-other leadership academy: No

CATEGORY: HEALTHCARE, PUBLIC HEALTH, FOOD INSECUIRTY/FOOD ACCESS, CHILD, OR

ADULT CARE WOKER

APPLICATION RECEIVED: 3-26-2024.

STEPHENS, JOSEPH "JED" (M)

RETIRED UPS SUPERVISOR

**NONE LISTED** 

HIGH SCHOOL

**461 TEXAN DRIVE** 

FAYETTEVILLE, NC 28312

774-400-0999

UPSJED@COMCAST.NET

Graduate-County Citizens' Academy: YES

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: ALTERNATE MEMBER **APPLICATION RECEIVED: 5-28-2024.** 

YEICH, KRYSTAL S.

**FNS APPLICATIONS** 

SUPERVISOR II DSS

3017 THORNHILL DRIVE FAYETTEVILLE, NC 28306

919-819-9390 (M)/677-2115 (W) KRYSTALYEICH@EMBARQMAIL.COM

Graduate-County Citizens' Academy: No

Graduate-Institute for Community Leadership: No

Graduate-Leadership Favetteville: No.

Graduate-United Way's Multi-Cultural Leadership Program: No

Graduate-other leadership academy: No

CATEGORY: LOCAL GOVERNMENT WORKER



# **Department of Public Health**

# Novus Agenda item for Cumberland County Commissioners Meeting Agenda Session

Tues June 04, 2024

#### Title

Fort Liberty & Cumberland County Food Policy Council Applicant Selection

#### **Description**

Over the past three years the Fort Liberty & Cumberland County Food Policy Council has worked to create an equitable food system for the community by addressing food insecurity in Cumberland County. The two-year membership positions will allow members to work collaboratively with partners in the community to combat food insecurity by participating in food drops, supporting Women, Infants, and Children (WIC) initiatives, and making policy recommendations for change regarding food efforts. Currently, two new applicants have expressed interest in becoming members of the food policy council. The council would like the Board of County Commissioners to accept the recommendation for the following applicants:

Beth Maynard- Member representing Cumberland County Schools

Roni Winston- Community members who do not work in local government or health agencies

# Recommendation/Proposed Action

Cumberland County Department of Public Health and Fort Liberty Department of Public Health are recommending that the Cumberland County Board of Commissioners accept the nomination for the candidate listed above to officially become a member of the Fort Liberty & Cumberland County Food Policy Council.



#### ENGINEERING AND INFRASTRUCTURE DEPARTMENT

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND

**INFRASTRUCTURE** 

**DATE:** 6/14/2024

SUBJECT: TERMINATION OF WATER SERVICE UTILITY AGREEMENT WITH JFJ III INVESTMENTS FOR DEER MEADOWS SUBDIVISION

#### **BACKGROUND**

The Board of Commissioners approved a Water Service Utility Agreement with JFJ III Investments LLC for the Deer Meadows Subdivision on February 15, 2021.

The developer has informed Public Utilities that they no longer plan to develop the subdivision and is requesting to terminate the original project request and reallocate the capacity approved for the Deer Meadows Subdivision to the future Tri-County Subdivision development off Rufus Johnson Road. That request is listed as a separate item on this agenda.

This item was presented during the June 13, 2024 Board of Commissioners Agenda Session meeting and the Board voted to move it to the June 17, 2024 Regular Meeting as a Consent Agenda Item.

#### RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of Commissioners, acting as the Grays Creek Water and Sewer District Governing Board, approve the Project Termination Request from JFJ III Investments LLC for Deer Meadows Subdivision.

#### **ATTACHMENTS:**

Description Type

Deer Meadows Project Termination Request

Backup Material

ROY COOPER Governor ELIZABETH S. BISER Secretary RICHARD E. ROGERS, JR. Director



March 04, 2024

GRAY'S CREEK WATER AND SEWER DISTRICT ATTN: W. MARSHALL FAIRCLOTH, CHAIRMAN 130 GILLESPIE STREET, ROOM 214 FAYETTEVILLE, NC 28301

Re: Authorization to Construct Expiration Reminder

DEER MEADOW S/D Serial No: 20-00441

Water System Name: SOUTH POINT SD

Water System No: NC5026026

#### Dear Applicant:

This letter is to inform you that the referenced project was issued an "Authorization to Construct" on March 08, 2021. Please note that the "Authorization to Construct" is valid for 36 months from the issue date. Our records indicate that this project has not received a Final Approval and therefore should not be in service. If the project has not been constructed, and is still scheduled for construction, then an "Authorization to Construct" extension must be requested in accordance with 15A NCAC 18C .0305(a) (see attached form). If the project has been constructed in accordance with the approved plans and specifications, then an Engineer's Certification AND an Applicant's Certification must be submitted in accordance with 15A NCAC 18C .0303(a) and .0303(c) respectively to obtain Final Approval. Plan Review forms can be found on our website at <a href="http://www.ncwater.org/">http://www.ncwater.org/</a> (click on Public Water Supply Section, Plan Review, Plan Review Forms).

Once the certifications are received and determined adequate, the Department will grant Final Approval in accordance with 15A NCAC 18C .0309(a). No construction, alteration, or expansion of a water system shall be placed into service until Final Approval has been issued by the Department in accordance with Rule .0309(a).

Please complete and return the attached form to indicate the status of this project within 30 days of the date of this letter. The form can be returned by mail, fax (919-715-4374), or attachment to an e-mail message to PWSSection.PlanReview@ncdenr.gov.

Sincerely,

Rebecca Sadosky, Ph.D., Chief Public Water Supply Section

Division of Water Resources, NCDEQ

Enclosure: ATC Extension Request or Project Termination Form

cc: HEIDI COX, Regional Engineer GEORGE M. ROSE, P.E.



# **Authorization to Construct Extension or Project Termination Request**

Serial No.:	20-00441	Water System No.:	NC5026026
Please comp	Deer Meadow S/D lete the applicable remaining portion of	Water System Name: f this form and return to the	e Public Water Supply Section.
*** *** *** *** *** *** *** *** *** **		nstruct Extension Req	
Applicant here The Engineer I (15A NCAC 18 constructed in	at the Authorization to Construct (ATC) by certifies that the Water System Manchereby certifies that the project site cond (BC) have not changed since the project waccordance with the previously approve Extension:	agement Plan for this project litions and applicable <i>Rules</i> as originally approved and d engineering reports, plan	ct remains current and accurate.  Governing Public Water Systems that the project will be s and specifications.
Applicant Na	me (Print):	Engineer Name (Print): _	
Applicant Sig	gnature:	Engineer Signature:	
	Date:	Date:	
Project Status	s: Indicate below:	Engineer's S	Seal:
Constr	ruction Start Date:		
Constr	ruction Completion Date:		
Projec	et In-Service Date:		
Projec	et On-Hold: Comments:		_ \
******	**************************************	**************************************	************
	This project will not be develo	oped. Please <u>terminate</u> th	ne project.
Applicant Na	me (Print): Glenn Adams, Chairma	n	
Applicant Sig	gnature:		
Date:			
Comments: _	Per the attached letter the owner and	developer of the property h	as decided not to move forward
	with the development of the subdivisi	on.	

Please mail or fax this form to:

Public Water Supply Section 1634 Mail Service Center Raleigh, North Carolina 27699-1634 Fax No.: 919-715-4374

PWS Section. Plan Review@ncdenr.gov



2547 Ravenhill Drive, Suite 100 Fayetteville, North Carolina 28303 Office: (910) 864-2626 Fax: (910) 221-4500 Website: FranklinJohnsonCommercial.com

Amy Hall Public Utilities Specialist Public Utilities Department August 16, 2023

Mrs. Hall,

I, J. Franklin Johnson, III, am the managing member of JFJ III Investments, LLC which is the owner and developer of the property for Deer Meadows subdivision (a portion of 4879 Chickenfoot Road). I have decided that I am not moving forward with the development of this subdivision. I would like to relinquish the allocation of water for these lots and use them for a future development off of Rufus Johnson Road. With the relinquished Deer Meadows allocations this would allow the new development off of Rufus Johnson Road to have a total of 15 lots with allocation of water.

Thank you,

J Franklin Johnson, III JFJ III Investments, LLC



#### ENGINEERING AND INFRASTRUCTURE DEPARTMENT

#### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND

**INFRASTRUCTURE** 

**DATE:** 6/14/2024

SUBJECT: WATER SERVICE UTILITY AGREEMENT WITH JFJ III INVESTMENTS, LLC, TRI-COUNTY SUBDIVISION

#### **BACKGROUND**

The Public Utilities Division has received a request from JFJ III Investments LLC to connect a 15-lot subdivision to the existing Southpoint water system located in the Gray's Creek Water and Sewer District. The project will consist of installation of approximately 740 feet of 8-inch water line with 15 individual 1-inch domestic water services, with all costs being paid by JFJ III Investments LLC.

The Utility Service Agreement is needed to set the guidelines between JFJ III Investments LLC and Gray's Creek Water and Sewer District, to ensure proper installation and connection to the system. Upon completion of construction of the water lines and written acceptance of the as-builts and certifications the utility mains shall be the property of Gray's Creek Water and Sewer District and will be operated and maintained as part of the existing Southpoint water system.

The Southpoint water system has sufficient capacity to serve these additional lots and maintain the capacity needed for current customers who are paying the monthly availability fee but are not connected to the system, and to cover any spikes in the daily demand on the system.

The County Attorney has reviewed the attached Utility Service Agreement.

This item was presented during the June 13, 2024 Board of Commissioners Agenda Session meeting and the Board voted to move it to the June 17, 2024 Regular Meeting as a Consent Agenda Item.

#### RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board, acting as the Grays Creek Water and Sewer District Governing Board, approve the Water Service Utility Agreement with JFJ III Investments, LLC, for Tri-County Subdivision.

# **ATTACHMENTS:**

Description

Tri-County Subdivision Utility Agreement

Backup Material

# NORTH CAROLINA CUMBERLAND COUNTY

#### AGREEMENT FOR UTILITY SERVICE(S)

Gray's Creek	AGREEMENT, made this day of, 2024 by and between the water and Sewer District (hereinafter called "DISTRICT") and JFJ III NTS, LLC (hereinafter called "APPLICANT")
	WITNESSETH
WHE (check all that	REAS, APPLICANT desires public utility services from DISTRICT as selected below t apply)
	Water and/or Sewer Utility Extension
⋈	Water Service
	Sewer Service

NOW THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereby agree and contract as follows:

**DEFINITION OF DISTRICT'S AGENTS.** Throughout this Agreement, any reference to "Agent" or "DISTRICT'S Agent" shall mean any worker, employee, official, contractor, consultant or operator of DISTRICT'S water and sewer services or systems whether employed, hired, or contracted by DISTRICT or Cumberland County on behalf of DISTRICT.

#### Article 1: Water and/or Sewer Utility Extension

As selected above, APPLICANT hereby requests installation of water and/or sanitary sewer utility services as described in Exhibit "I", Project Summary, and is subject to the following terms and conditions:

- A. APPLICANT shall perform all work necessary to accomplish the proposed utility extension including, but not limited to, design, specifications, permitting and construction. Applicant will furnish all material, perform all labor, and pay all costs to construct, by a contractor licensed to perform utilities construction in North Carolina, to DISTRICT'S rules currently in effect and approved by the DISTRICT'S governing board, all applicable local codes and ordinances, the current service provider, and State regulations and laws for those utilities. The work shall be completed in accordance with this Agreement. The DISTRICT or its Agent will review and inspect work performed by APPLICANT to assure that the work meets the purpose for which it is intended and is in compliance with all requirements and conditions contained herein. Such review and approval will not relieve APPLICANT from complying with all said conditions and requirements.
- B. Such construction shall be undertaken and completed as soon as practicable, and not later than one year from date of this agreement, unless delayed or prevented by acts of God, or other things beyond APPLICANT's control. In the event that construction is not completed one year from date of this agreement, then DISTRICT, through the Director of the Cumberland County Public Utilities Department may extend the agreement upon such terms and conditions as the Director deems necessary.
- C. Fees shall be paid by APPLICANT for services provided by DISTRICT, the service provider, or its Agent for the following:
  - (1) review and approval of plans, specifications, and necessary documents, to include final review of the required documents to assure that DISTRICT has legal title to necessary rights-of-way and easements;
  - (2) review and approval of the Bill of Sale provided by APPLICANT, and acceptance of the utility extensions by DISTRICT;

- (3) and daily inspection of the construction in progress, as needed to ensure that construction of the utility extensions are in accordance with this Agreement, the Plans and Specifications, and any other DISTRICT requirements;
- (4) conduction of pre-flush required pressure tests, any retesting which may be necessary, and sampling of the completed extension after flushing for submittal to the State, or a certified testing laboratory, for bacteriological examination;
- (5) conduction of required pressure tests, after flushing, and any retesting of sewer system improvement which may be necessary;
- (6) approval of the sewer video taping schedule, supervision of video taping and revisions/approval of the completed tape and log sheets;
- (7) final inspection of the completed extension and preparation of the inspection report, which shall set forth any deficiencies that may exist;
- (8) reinspection of any deficient work:
- (9) review of the water and/or sewer as-built construction drawings; and
- (10) reinspection at the end of the one-year warranty period.
- D. Materials and equipment shall be new and shall be as specified in this Agreement, the plans and specifications, the service providers standards, or if not specified, of a quality approved by DISTRICT. All materials and equipment furnished are warranted by APPLICANT as new and in accordance with this Agreement and the approved plans and specifications, and suitable for the intended purpose. In addition, APPLICANT, shall furnish DISTRICT copies of the supplier's warranty and shall adopt the same as the warranty of APPLICANT, and shall also be liable thereon to DISTRICT.
- E. Connection to DISTRICT's water and/or sanitary sewer system of buildings constructed after the date of this agreement on parcels of land that are subject to the Cumberland County's Subdivision Ordinance shall be governed by the requirements of Cumberland County's Subdivision Ordinance.
- F. Upon satisfactory completion of construction of said water and/or sanitary sewer mains and written acceptance of such construction by DISTRICT, said utility mains shall be the property solely of DISTRICT and DISTRICT will maintain same after the one (1) year warranty set forth below has expired. To accurately value the assets being transferred, APPLICANT shall complete and submit a preliminary Statement of Project Cost Form attached as Exhibit "II" to DISTRICT at time of submittal and a final certified form at project completion.
- G. Warranty: APPLICANT shall warrant that the water and/or sanitary sewer utilities to be owned by DISTRICT shall be free from any defects in materials and workmanship. APPLICANT also warrants that it shall be solely responsible for the repair of any damage caused by its agents or employees. Said warranties shall remain in full force and effect for a period of one (1) year from the date of final acceptance of the facilities by DISTRICT. In the event it becomes necessary to repair and/or replace any of the facilities during the initial one (1) year period, such repair and/or replacement shall be at APPLICANT's sole expense and the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by DISTRICT of those repairs and/or replacements. If DISTRICT must repair and/or replace said utilities during the warranty period due to response time requirements, DISTRICT shall bill APPLICANT for work completed and APPLICANT shall remit payment therefore within thirty (30) days of the date of the invoice.
- H. Water and/or sanitary sewer connections to structures along said utility mains from service laterals installed by APPLICANT will not be made nor will such service be activated until all work to be performed by APPLICANT has been satisfactorily completed and written acceptance of such work is given by DISTRICT. Also, if a water main is extended pursuant to this agreement, it must be tested and sterilized by APPLICANT'S contractor before activation of any water service from said water main.

- I. Water and/or sanitary sewer service will be supplied to structures now or hereafter located along said utility mains in accordance with DISTRICT's rules, regulations, and rate schedules applicable to such structures and currently in effect at the time of application for service. If all normal DISTRICT fees and charges for installation and activation of such services have been paid by applicants for said services, DISTRICT will thereafter use its best efforts to supply water to said structures at good operating pressure, but in no event shall DISTRICT be liable for failure to do so, it being understood that all such original operating fees, charges, rates, etc., are, solely at DISTRICT's discretion, subject to change by DISTRICT.
- I. Any replacements or adjustments in elevations and grades of those water and/or sanitary sewer service laterals, including water meters and boxes and sanitary sewer cleanout stacks, which were originally installed by APPLICANT'S contractor in accordance with approved plans by APPLICANT's engineer, shall be at APPLICANT's expense; and the determination of DISTRICT that such replacements or adjustments are required shall be final and binding on APPLICANT.
- J. During construction of project, APPLICANT will be responsible and pay DISTRICT as invoiced for any and all damages to DISTRICT utilities and materials except when such damages are caused by DISTRICTS forces. APPLICANT shall remit payment therefore within thirty (30) days of the date of the invoice.
- K. APPLICANT'S contractor shall be responsible for complying with any and all statutes, rules, regulations or ordinances, which may be imposed by other governmental agencies (local, state and federal), which have jurisdiction. APPLICANT shall hold harmless DISTRICT against any claims, fines or civil penalties resulting from APPLICANT'S contractor's failure to comply with said regulations.
- L. The Water and Sewer Utility Extension is further illustrated in Exhibit "III", Water and Sewer Utility Extension Map. APPLICANT shall be responsible for costs (engineering, materials, design, etc.) associated with major design changes that deviate from Exhibit "II" and the attached map as identified in Exhibit "III".

#### Article 2: General Terms and Conditions

#### **AUTHORITY:**

DISTRICT shall have general authority over the work to be accomplished under this Agreement, provided nothing contained in this Agreement shall be construed to require DISTRICT to direct the method or manner of performing any work by APPLICANT. Incident to this general authority, DISTRICT may engage engineers and contractors to observe construction, inspect, test, and evaluate any construction performed by APPLICANT's contractors and assist APPLICANT'S contractors with correcting or completing any construction if DISTRICT determines the construction by APPLICANT'S contractors creates a risk of harm to DISTRICT'S water or sewer system for which APPLICANT'S extension is permitted. APPLICANT shall be responsible for the costs incurred by DISTRICT for this purpose.

DISTRICT shall decide all questions pertaining to the interpretation of this Agreement and the approved plans and specifications prepared thereto, the quality or acceptability of materials furnished, and work performed under this Agreement on the part of APPLICANT. The decision of DISTRICT on such matters shall be final.

All work under this Agreement shall be performed to the satisfaction of DISTRICT, and the decision by DISTRICT as to whether the work has been performed in a satisfactory manner shall be final.

DISTRICT may stop work under this Agreement whenever, in its opinion, such stoppage is necessary to ensure proper performance of this Agreement. DISTRICT may also reject all work and materials which, in its opinion, do not conform to this Agreement.

#### **DETERMINATION OF "OR EQUAL"**

DISTRICT or its Agent shall be the sole judge of the questions of "or equal" of any supplies, materials or equipment proposed by APPLICANT. APPLICANT shall pay to DISTRICT the costs of test and evaluations needed to determine the acceptability of alternates proposed by APPLICANT.

#### STOPPAGE OF WORK

If APPLICANT performs any work contrary to this Agreement, laws, ordinances, rules, or regulations; or, prior to obtaining any necessary permits or other required permission, DISTRICT may order the work stopped.

#### **INSPECTIONS AND TESTS**

Inspection by DISTRICT or its Agent is required for various aspects of the utility system. Such aspects include, but are not limited to: water and/or sewer main pipe laying operations, installation of sleeves, couplers and adapters on pipe, pipe bedding and backfilling, casings, concrete encasement or other special installations, repairs to water and/or sewer utilities, all water main fittings with concrete blocking, pressure testing water mains, water main purity samples after flushing, main wet taps, any cut-in's on existing water mains, hydrant installations, water service installations, vault installations and appurtenances, hole cuts on sanitary sewer pipe, manhole installations and pipe connections, manhole vacuum testing, manhole core drilling, air testing sewer main and side sewer stubs, flushing/cleaning sewer mains and CCTV inspection, grease/oil-water separators, vehicle wash and dumpster area drains, tee locations and stub markers, sewer depth at right-of-way/easement line, sewer slope, fittings and clean-outs.

Inspection of the work by DISTRICT or its Agent shall be strictly for the benefit of DISTRICT or its Agent and no other person or agency.

DISTRICT staff or its Agent, at all times, will have access to the work area for the purpose of inspecting and testing. APPLICANT shall provide facilities for safe access, inspection, and testing.

If any work is covered without the approval or consent of DISTRICT or its Agent it shall be uncovered for inspection at APPLICANT'S expense, if required by DISTRICT or its Agent.

APPLICANT'S expense upon DISTRICT'S or its Agent's request and shall maintain a record of such tests.

Before a performance test is to be observed by DISTRICT or its Agent, APPLICANT shall make such preliminary tests as are necessary to assure that the material and/or equipment are in accordance with the approved plans and specifications provided. If, for any reason, the test observed is unsatisfactory, APPLICANT shall pay all costs incurred for the inspection of further testing.

Should APPLICANT elect to work more than eight hours per weekday, all costs of inspection thus entailed may be charged to APPLICANT at the overtime billing rate.

Approval is required from DISTRICT or its Agent to work nights, weekends, and holidays. After-hours inspections may not be possible due to the lack of staff availability. APPLICANT shall submit its proposed schedule to work nights, weekends, or holidays at least five days in advance (not including weekends and holidays) for review. If APPLICANT elects to work on weekends, nights or holidays, and such work schedule is approved by DISTRICT or its Agent, all costs of inspection may be charged to the APPLICANT at the overtime billing rate.

Where this Agreement, approved plans and specifications, or laws, ordinances, rules, or regulations of any governmental authority require that any work be specially tested or inspected, APPLICANT shall give DISTRICT notice that such tests or completed work is ready for inspection. APPLICANT shall notify DISTRICT of the date, time, and location of the inspection. Required certificates of inspection shall be secured by APPLICANT.

Notice of deficiencies shall be given to APPLICANT upon completion of each inspection. APPLICANT shall correct such deficiencies within seven days of the notice and before final inspection is made by DISTRICT.

A representative of APPLICANT'S contractor shall arrange a time to accompany DISTRICT or its Agent on the final inspection and subsequent reinspection, if required. DISTRICT or its Agent will not make the final inspection until the physical work, including final clean-up and all extra work ordered by the Inspector has been completed.

Deficiencies discovered during the final inspection shall be corrected within seven days of notice thereof and, in no instance, shall service be provided until the deficiencies are corrected and the utility extensions pass reinspection.

#### **AVAILABILITY OF PROJECT DOCUMENTS**

APPLICANT shall keep at least one copy of the following project documents constantly available at the construction site: (1) approved construction plans and shop drawings, and (2) construction specifications.

#### MATERIALS AND EQUIPMENT LIST

APPLICANT shall file three copies of a materials and equipment list with DISTRICT prior to commencing construction. This list shall designate the quantity, manufacturer and model number of materials and equipment to be installed under this Agreement.

The materials and equipment list will be checked by DISTRICT or its Agent for conformity with this Agreement and the approved plans and specifications provided. DISTRICT will determine the conformity of the list with reasonable promptness. APPLICANT shall make any required corrections and file two correct copies with DISTRICT within one week after receipt of the required corrections. DISTRICT'S review of the list shall not relive APPLICANT from the responsibility of providing materials and equipment suitable for their intended purpose nor for deviations from this Agreement or the plans and specifications without written approval from DISTRICT.

#### WATER METERS

It shall be the responsibility of APPLICANT to make application and pay any necessary fees to DISTRICT for the installation of water meters. APPLICANT shall not purchase and install water meters from a private supplier.

Single family meter applications shall not be submitted until after acceptance of the utility extensions.

#### **SEWER TAPS**

It shall be the responsibility of APPLICANT to make application and pay any necessary fees to DISTRICT for the connection of sewer taps to the mains. Elder valve installations may be required in addition to sewer taps.

Single family sewer connections shall not be submitted until after acceptance of the utility extensions.

#### **SAFETY:**

Safety in, on, or about the construction site is the sole and exclusive responsibility of APPLICANT. APPLICANT's means and method of work performance, superintendent of APPLICANT's employees and sequencing of construction are also sole and exclusive responsibilities of APPLICANT.

APPLICANT shall be responsible for the safety of any person, including but not limited to, any worker, DISTRICT's Agent, Owner and/or Owner's representative, visitor or invitee on the site of the work at all times during the prosecution of the work, regardless of whether the individual is an employee of APPLICANT or APPLICANT's Contractor or Sub-Contractor. APPLICANT is responsible for compliance with the rules, regulations and interpretations of the North Carolina Department of Labor relating to "North Carolina Occupational Safety and Health Standards (OSHA) for the Construction Industry" (Title 29 CFR Part 1926 and 29 CFR Part 1919 as adopted by 13 NCAC 7C.0101) and revisions as adopted by N.C.G.S. § 95-126 through 155 and additionally with normal industry safety practices or standards.

DISTRICT shall have the right to inspect the work for pay application compliance and compliance with DISTRICT'S standards and specifications but is not required to do so. DISTRICT shall further have the right to monitor the progress of the work, but no such inspection shall relieve APPLICANT of any duty or obligation it might have under the terms of this Agreement. Nothing in this Agreement shall relieve APPLICANT of any duty or obligation to direct the means and methods of the work.

#### **INDEMNIFICATION:**

APPLICANT shall indemnify and hold DISTRICT and DISTRICT'S Agents harmless from and against all liabilities, claims, demands, suits, losses, damages, costs, and expenses (including attorney's fees) for bodily injury to or death of any person, or damage to or destruction of any property proximately caused by the negligence of APPLICANT or any person for whom APPLICANT is legally responsible during the performance of services relative to this Agreement.

#### **INDEPENDENT CONTRACTOR:**

APPLICANT is an independent contractor and shall undertake performance of the services relative to this Agreement as an independent contractor. APPLICANT shall be wholly responsible for the methods, means, and techniques of performance. DISTRICT shall have no rights to supervise methods and techniques of performance employed by APPLICANT, but DISTRICT shall have the right to observe such performance.

#### **COMPLIANCE WITH LAWS:**

In performing services relative to this Agreement, APPLICANT shall comply with all applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. APPLICANT shall be responsible for procuring all permits, certificates, and licenses necessary to allow APPLICANT to undertake activities and construction relative to this Agreement.

#### FINAL SEQUENCE FOR ACCEPTANCE OF PROJECTS

In order for DISTRICT to accept the utility extension as part of DISTRICT'S assets, APPLICANT must complete the following:

- APPLICANT'S Contractor completes all utility work and makes an appointment for final inspection.
- (2) DISTRICT'S Inspector inspects, re-inspects "punch list" items, and signs off as "complete", provided there are no deficiencies.
- (3) All applicable requirements of this Agreement have been satisfied, including but not limited to, the Operation and Maintenance Manual approved and recordable, outstanding fees paid, easements verified & recordable, Bills of Sale for transfer of facilities to be owned by DISTRICT, Maintenance Bonds, if greater than original Performance Bonds, Certification of Construction Cost, and final as-builts hard copies, CAD and shapefiles received.

#### **NOTICE:**

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

APPLICANT: Name: JFJ III Investments, LLC

Attention: J. Franklin Johnson, III, Managing Member

Address: 2547 Ravenhill Drive, Suite 100 City, State, Zip: Fayetteville, NC 28303

DISTRICT: Name: County of Cumberland

Attention: Gray's Creek Water and Sewer District

Address: P.O. Box 1829

City, State, Zip: Fayetteville, NC 28302

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of APPLICANT and DISTRICT.

#### **GOVERNING LAW:**

This Agreement shall be governed by the laws of the State of North Carolina.

#### **BREACH:**

APPLICANT'S failure to observe or perform any of the terms, warranties, conditions, requirements, or provisions of this Agreement shall constitute a breach of this Agreement by APPLICANT. In the event of a breach of this Agreement by APPLICANT, DISTRICT, due to such breach, shall have the right to terminate this Agreement upon which DISTRICT shall have no further obligation to perform under this Agreement and APPLICANT shall have no right to perform any further work under this Agreement.

In the event of breach of this Agreement by APPLICANT and termination of this Agreement by DISTRICT, APPLICANT hereby shall reimburse DISTRICT for all expenditures made in relation to, and in furtherance of, this Agreement.

#### **NONWAIVER OF BREACH:**

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and, for any such breach or non-performance, each party shall be relegated to such remedies as provided by law.

#### **SEVERABILITY:**

The invalidity, illegality, or unenforceability of any portion or provision of this Agreement shall in no way affect the validity, legality, and/or enforceability of any other portion or provision of this Agreement. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of law with jurisdiction, then such provision shall be modified to the mutual satisfaction and agreement of the parties to reflect the parties' intent. In the event the parties cannot reach an agreement as to a modification of said provision, any invalid, illegal, or unenforceable provision of this Agreement shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced the same as if the Agreement had not contained any portion or provision which was invalid, illegal, or unenforceable.

#### **ASSIGNMENT:**

APPLICANT shall not assign, sublet, subcontract or transfer any rights under or interest in this Agreement without the written consent of DISTRICT.

#### **BENEFITS LIMITED TO PARTIES:**

Nothing herein shall be construed to give any right or benefits hereunder to any third parties other than DISTRICT and APPLICANT.

#### **SPECIAL CONDITIONS:**

As a specific condition of approving the connection of the project to DISTRICT'S water system serving the South Point Subdivision, APPLICANT must include the following notice on the face of the recorded plat of Rufus Johnson Road Subdivision as approved by the Cumberland County Planning Director and as used for the conveyance of the lots shown on the plat:

#### NOTICE OF POTENTIAL CONTAMINATION

The public water serving the lots shown on this plat is groundwater obtained from a well or wells that may be or may become contaminated with PFAS, GENX, and other chemicals that the North Carolina Department of Environmental Quality has found present in the groundwater in a large area surrounding the Chemours chemical manufacturing facility located at the common border of Cumberland and Bladen Counties. Gray's Creek Water and Sewer District does not control the treatment of this public water and cannot remediate any contamination.

**Cumberland County Planning Director** 

This notice must be displayed on the plat in a manner that is readily visible upon inspection and signed by the Cumberland County Planning Director. No connection shall be made to the DISTRICT'S water system for any lot shown on this plat unless this notice is shown on the plat and approved by the Planning Director.

IN WITNESS WHEREOF, the parties hereto through their duly authorized officers has executed this instrument as to the date and year first above written.

JFJ III Investments, LLC

	BY: J. Franklin Johnson, III, Managing Member
WITNESS:	
<u>Lailynn a. Robinson,</u> Name, Title	Notary Public
	Gray's Creek Water & Sewer District
	BY:
WITNESS:	
Andrea Tebbe, Clerk to the Board	
Approved for Legal Sufficiency Gray's Creek Water & Sewer District	
Rickey L. Moorefield, County Attorney Attorney for Gray's Creek Water and Sewer	District

#### EXHIBIT "I"

#### PROJECT SUMMARY

Project Name:	Tri-County Subdivision	Engineer:	Smith Site Consultants, PLLC.
Project Location:	Rufus Johnson Rd & Chickenfoot Rd	Developer:	JFJ III Investments, LLC.
Parcel Number:	0339264946, 0339167264, 0339178174	٠.	. •
Assot Summary	C unter main 06 1 of 9° D IDID unter	ensie 13 S of 6" D IDID unites onsie (Gre bu	dan sub) 7144'of 1" SDD-11
-		main, 13.5 of 6" RJDIP water main (fire hy lve, two (2) 2" ball valves, three (3) 2" blov	
water meters	n (4) 8 gate valves, one (1) 6 gate va	14c, two (2) 2 buil valves, titlee (3) 2 bio	won assembles & threeh (13) 314
Project Highlights			
	Tocation goes here.		
Project description	location goes here.	proposed single family lots within this new	Tri-County Subdivision. The new
Project description	nocation goes here. Industry water mains' extension is to serve 15	proposed single family lots within this new subdivision that was built just northeast of	

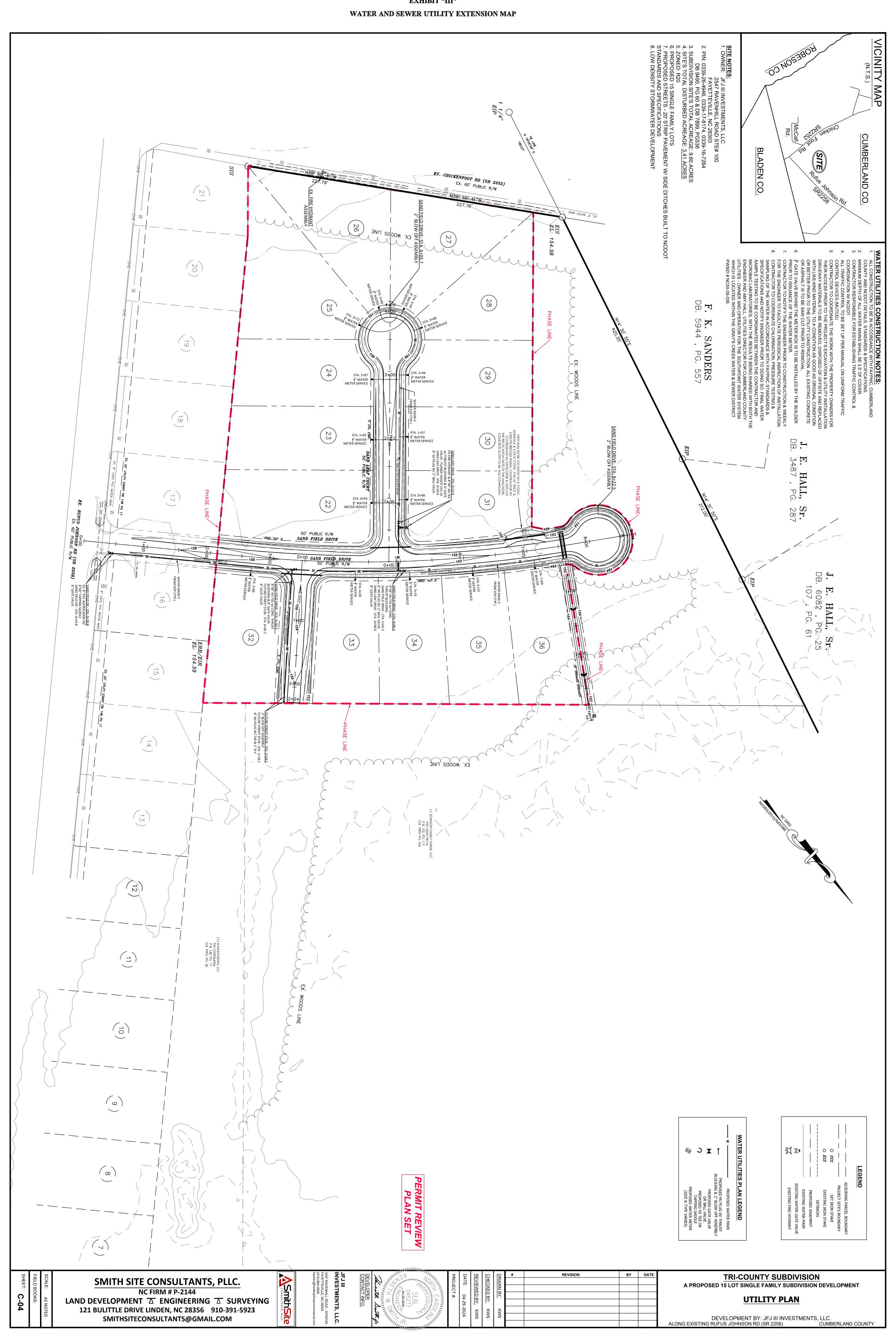
#### EXHIBIT "II"

#### STATEMENT OF TOTAL PROJECT COST

Developer/Applicant	JFJ III Investments, LLC F	ranklin Johnson Co	ontractor	Hoke County Sand
Project Name/Loc	Tri-County Subdivision NE of Intersection of Rufus Joh	inson Rd & Chickenfoot Rd Pipe	Supplier	Ferguson
Completion Date	Fall 2024	- -	Engineer	Kenneth Smith Jr, PE PLS Smith Site Consultants, PLLC NC Firm P-214
	WATER			
	644.6' feet of 8" PVC	inch water main		
	96.1' feet of 8" DIP			
	714.4' feet of 2" PVC	inch water main		
	~370' - 1" PE	inch domestic water lateral(s)		
		Total water distribution*		\$150,000.00
	Mains greater than 12"			
	feet of	inch water main		
	feet of	inch water main		
		Total water transmission *		s
	SEWER			
	feet of	inch sewer mains		
	feet of	inch sewer mains		
		inch sewer laterals		
		Total sanitary sewer collection*		s
	Mains greater than 12"			
	feet of	inch sewer main		
	feet of	inch sewer main		
•		Total sanitary sewer outfails & Intercep	tors*	s
	feet of	inch sewer force mains		s
		lift station (s)		s
	OFF-Site			
	feet of	inch water mains*		s
	fect of	inch sewer mains*		<u> </u>
		inch sewer mains		<u> </u>
	*Value to include equipment, laborate	r & materials (valves, fittings, fire mains & hyd	Irants, man	holes, etc.)
		Other Project Costs:		
		Engineering		\$20,000.00
		Percentage of Project Cost		
		Other (list detail)		
		Total project cost		\$ <u>\$170,000.00</u>
Comments:				
		<del></del>		
	i certify to my actual knowledge project named above.	that the information provided herein is true	and accu	rate cost for the
	-			. <u></u>
	Signature*			Date
	* Signature of Legal Authorized Repre	sentative of the "Applicant" as identified in the Agre	eement with	District

Attach all supporting documents such as final contractor's invoice, material invoices/receipts, engineer's invoice(s), if available.

**EXHIBIT "III"** 



# North Carolina Department of Environmental Quality **Division of Water Resources Public Water Supply Section**

# **Application for Approval** of Engineering Plans and Specifications For Water Supply Systems

	Applicant		Design Engineer
	Gray's Creek Water & Sewer Distric	t	Kenneth W. Smith Jr., PE PLS
	(Name of Board, Council or Owner –	the Applicant)	(Name of <b>Design Engineer</b> of Record)
	Glenn Adams - Chairman		Smith Site Consultants, PLLC. NC Firm ID # P-2144
	(Name and Title of <b>Authorized Official</b> or <b>I</b> Applicant)	Representative of the	(Name of Engineering Firm)
	P.O. Box 1829		121 Bulittle Drive
	(Mailing Address)		(Mailing Address)
	Fayetteville, NC 28302		Linden, NC 28356
	(City, State & ZIP)		(City, State & ZIP)
	910-678-7682 (OFFICE) -OR- 910-6	51-3190 (CELL)	910-391-5923
	(Phone Number)		(Phone Number)
	910-678-7635		N/A
	(FAX Number)		(FAX Number)
	ahall@cumberlandcounty	nc.gov	smithsiteconsultants@gmail.com
	(Email address)		(Email address)
	(Signature of Authorized Official or Rep Applicant)	resentative of the	
Proje	cct Name:  Tri-County Subdivision		e Water Supply Section records and tracking system)
-			
1	his project shall consist of the grading		in installation to support 15 single family residential lots
		(description of	
Γ	This project is located just northeast of		ckenfoot Road and Rufus Johnson Road (SR2252 & SR225
		(general location	of project)
in	Cumberland	Count	ry.
			•
Date	(6, DEO, 1)		Serial No.
	(for DEQ use only)		(for DEQ use only)

### Application for Approval of Engineering Plans and Specifications for Water Supply Systems

To: Division of Water Resources,
Department of Environmental Quality

The **Applicant** applies under and in full accord with the provision of NCGS 130A-317, and such other statutes and rules as relate to public water systems. The **Authorized Official** or **Representative** of the **Applicant** represents that he is authorized to act for the **Applicant**. The **Authorized Official** or **Representative** of the **Applicant** understands and agrees to the following:

- The Applicant shall not award contracts or begin construction without first receiving "Authorization to Construct" from DEQ.
- 2. The **Applicant** shall make no change or deviation from the engineering plans and specifications approved by DEQ except as allowed by 15A NCAC 18C .0306 or with the written consent and approval of DEQ.
- 3. The **Applicant** shall obtain Final Approval in accordance with 15A NCAC 18C .0306 prior to placing the project (or any portion thereof) into service.
- 4. Digital (PDF) submittals are true image copy of the original sealed/signed documents.

	An authorized representative <b>of the Public W</b> sign the following WSMP section.	fater System (not always the same as the	e Applicant) is to complete and	
Sta	itus of Water System Management Plan (WS	MP)		
Ch	eck one of the following, and if applicable, prov	vide the required information:		
	The WSMP for the project, as defined in	the attached engineering plans and speci	fications, has not been submitted.	
	Three copies of the WSMP for the project, as defined in the attached engineering plans and specifications, are submitted with this application.			
X	The WSMP that includes this project, as a submitted.	The WSMP that includes this project, as defined in the attached engineering plans and specifications, was previously		
Pro	ovide the following:			
	Public Water System Name:	South Point Sd		
	Owner Name:	Gray's Creek Water & Sewer		
	Water System No.:	NC 50-26-026		
	Serial Number of Deemed Complete WSMP:	13-00289	<u> </u>	
	By my signature below, I certify that the previous NCAC 18C .0307(c) for the project defined in			
	Glenn Adams			
_	(Type or print name of authorized represe	ntative of Public Water System)		
	Chairman			
	(Title of authorized representative	of Public Water System)		
_	(Signature of outhorized representation	va of Dublio Water System)	(Data)	

In accordance with NCGS 130A-328, the Public Water Supply Section charges a fee for plan review. A	ny
documents submitted for review must be accompanied by a check payable to DEQ-Public Water St	upply
Section before the review will begin.	

			_
		There is a \$25 fee for returned checks.	
The cha	rges for review of	plans are shown below. Check one of the following.	
	Distribution Sys	tem fees	
		ction of water lines, less than 5000 linear feet	\$300
		ction of water lines, 5000 linear feet or more	\$400
	Other co	onstruction or alteration to a distribution system	\$150
	Ground Water S	System fees	
		ction of a new ground water system or adding a new well	\$400
		on to an existing ground water system	\$200
	Surface water sy	ystem fees	
		ction of a new surface water intake or treatment facility	\$500
	Alteration	on to existing surface water intake or treatment facility	\$300
	Other fees		
	☐ Water Sy	ystem Management Plan review	\$150
	☐ Miscella	neous changes or maintenance not covered above	\$100
Notes:			
1.		Reconditioning use separate "Application for Water Tank Reco	
	Approval." Tank	Reconditioning is considered a miscellaneous change with rega	ard to fee requirements.
2.		undable if the plans are not approved.	
3.		s to address the Public Water Supply Section's or other state ag	gency's comments do not
	incur an additiona		
4.		s has multiple related items (such as a new well with construction	
		nitted for highest price item. The amounts are not cumulative, e	xcept for fees for Water
5.	System Managem	nent Plans. te plan review fee is not received within thirty days after the	a receipt of plans
3.		nd reports for approval, then <u>all</u> plan documents will be rec	
		then be submitted with the appropriate fee for approval.	yeled. A new set of
	ascuments must	then we sawmitted with the appropriate fee for approval.	
	111	dragg all applicable laws pulse standards and aritaria and other	1 11'

This approval does not address all applicable laws, rules, standards and criteria, and other approvals and licenses that may be required by the local, state or federal government.

The Public Water Supply Section has stamped and sealed the official copies of plans and specifications accompanying this application with the serial number of this application \_\_\_\_\_\_. Any erasures, additions or alterations of the proposed improvements except those permitted in 15A NCAC 18C .0306 make this approval null and void.

This approval does not constitute a warranty of the design, construction or future operation of the water system.

Rebecca Sadosky, Ph.D., Chief Public Water Supply Section Division of Water Resources, NCDEQ

# Application for Approval of Engineering Plans and Specifications for Water Supply Systems

Other In	formation and Checklist Page				
	Attached is a check for the proper pla note 4 on page 3.	n review fee amount, in accordance with NCGS 130A-328. See			
This-subn folders:	nittal includes one paper original with to	wo digital (PDF) CDs of the following items, each item in separate			
X	This completed "Application for Approval of Engineering Plans and Specifications for Water Supply Systems"				
X	The sealed plan drawings, separate file in PDF format for each drawing. Cover sheet must include drawings index;				
X	The project-specific Engineering Report (ER) describing the scope and purpose of the project and addressing each of the items listed in 15A NCAC 18C .0307(b), including the design basis of the project. [15A NCAC 18C .0307(b) (12)];				
	Specifications for this project; OR				
X	The project will use the following system's previously approved standard specifications for waterline extensions:				
	Name of System: S	outh Point Sd			
	Serial Number:	3-00289			
The Seria	l Numbers for previously approved star	dard specifications can be found at the following website:			
		rces/water-planning/plans-specifications/water-systems-			
	-standard-specifications	rees, water planning, plans specifications, water systems			
	e following:				
	Attached is a letter signed by an authorithe project and stating that the system	orized representative of the Public Water System agreeing to serve has adequate supply;			
OR					
X	The <b>Applicant</b> is the Public Water Sy	rstem.			
	project has sought funding (for exampleding number below:  Program Name	le, DWSRF loan) list the program and (if available) the application  Application or Funding Number, if available			
Yes	No Project will be completed with dollars (\$10,000,000) in accord	significant expenditure of state moneys, greater than ten million lance with G.S. 113A-9 (7a).			
	Project will cause substantial, permanent land-disturbing activity of an area greater than 10 acres of public lands in accordance with G.S. 113A-9 (11).				
П	Project will be at least partially funded through the American Rescue Plan Act (ARPA).				